
Quarterly Board of Regents Meeting

November 12 – 13, 2015

Texas State University



Texas State University System
Board of Regents Quarterly Meeting - November 2015
Thursday, November 12, 2015 - 12:30 PM
San Marcos, Texas

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**THE TEXAS STATE UNIVERSITY SYSTEM
BOARD OF REGENTS MEETING**

**Texas State University
November 12-13, 2015**

Embassy Suites San Marcos
1001 E. McCarty Lane
San Marcos, Texas 78666
Phone: (512) 392-6450

Texas State Hospitality Room: Embassy Suites Hotel, Room 201
Wednesday: 5:30 p.m. – 10:00 p.m.
Thursday: 8:30 p.m. – 10:00 p.m.

Thursday – November 12, 2015

- 6:00 - 9:00 a.m. Embassy Suites Complimentary Breakfast
- 9:00 a.m. Vans depart Embassy Suites to LBJ Student Center for Chief Finance Officers Meeting
- 9:30 a.m. Chief Finance Officers (Staff Only)
LBJ Student Center, Room 3-10.1
- 9:30 a.m. Vans depart Embassy Suites to LBJ Student Center for Presidents' Meeting
- 10:00 a.m. Presidents' Meeting (Presidents and Chancellor Only)
LBJ Student Center, Room 3-8.1
- 11:00 a.m. Vans depart Embassy Suites to LBJ Student Center (Remaining attendees)
- 11:30 a.m. Lunch – *LBJ Student Center, Room 3-15.1*
- 11:30 a.m. Lunch – Academic Affairs Officers, *LBJ Student Center, Room 3-13.1*
- 12:30 p.m. BOARD OF REGENTS MEETING – LBJ Student Center, Ballroom**
- 12:30 p.m. Convene in Open Session/Recess into Executive Session
- Personnel, Legal and Real Estate Matters
 - Reviews: President Denise Trauth – TXST
President Betty Reynard – LSC-PA
- 12:30 p.m. Breakout Meetings
Chief Finance Officers (Staff Only) – *LBJ Student Center, Room 3-10.1*
Chief Student Affairs Officers (Staff Only) – *LBJ Student Center, Room 3-11.1*
Student Advisory Board – *Gaillardia and Chautauqua Community Building, Traditions Room*
- 3:00 p.m. **Reconvene in Open Session – LBJ Student Center, Ballroom**
1. Welcome/Remarks by Chairman
 2. Approval of Previous Meeting Minutes
 3. Reports & Motions
 - Academic Affairs
 - Finance and Audit

- Planning and Construction
- Information Resources
- Governmental Relations
- Contracts
- Miscellaneous
- Personnel
- General Motions/Consent Agenda

- 4:30 p.m. Vans depart from LBJ Student Center to Engineering and Science Building Groundbreaking, meet at the LBJ Student Center Bus Loop
- 5:00 p.m. Engineering and Science Building Groundbreaking
- 5:30 p.m. Vans depart to J. C. Kellam Administration Building
- 6:00 p.m. Cocktails (Business Attire)
J. C. Kellam Administration Building, Reed Parr Room
- 6:30 p.m. Dinner
J. C. Kellam Administration Building, Reed Parr Room

Friday – November 13, 2015

- 6:00-9:00 a.m. Embassy Suites Complimentary Breakfast
- 7:15 a.m. Vans depart from Embassy Suites to Falls Sayers Housing Complex (For Regents, Chancellor, and Presidents)
- 7:45 a.m. Student Advisory Board Breakfast (For Regents, Chancellor, and Presidents)
Falls Sayers Housing Complex, Common Room
- 8:30 a.m. Vans begin departing from Embassy Suites to LBJ Student Center (Remaining Attendees)

9:00 a.m. BOARD OF REGENTS MEETING – LBJ Student Center, Ballroom

1. Reconvene in Open Session/Recess in to Executive Session
2. Welcome/Remarks by Chairman
3. Student Advisory Board Report
4. THECB Report - Commissioner Raymund Paredes
5. Campus Carry Update/Campus Security Update – Dr. Fernando Gomez
6. Campus Update – Texas State University – Dr. Eugene Bourgeois
7. Foundation Update, Mr. Pat Tibbetts
8. Public Comments
9. Adjourn

Lunch (To Go Boxes will be available) – *LBJ Student Center, Ballroom*
Transportation provided to Embassy Suites

**Texas State University System
General Motions**

Action Items

- A. TSUS: Approval of Minutes
- B. TSUS: Approval of Consent Agenda
- C. TSUS: Election of Board Chair
- D. TSUS: Election of Vice Chair

Informational Item

- E. TSUS: Calendar of Upcoming Board Meetings

TSUS: Approval of Minutes

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

The minutes of the quarterly Board of Regents meeting held on August 13 - 14,
2015 and the special called telephonic Board meeting held October 12, 2015 be
approved.

TSUS: Approval of Consent Agenda

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

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

Background

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

TSUS: Election of Chairman of the Board

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

Regent _____, be elected as Chairman of the Board to serve a one-year term, to commence immediately upon passage of this motion.

Explanation

The Texas State University System chairman is elected by majority vote of the Board at the November meeting each year to serve a one-year term of office, which commences immediately upon election. He or she may succeed him or herself one time only. *Rules and Regulations, Chapter I, Sub-paragraph 5.1.*

TSUS: Election of Vice Chairman of the Board

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

Regent _____, be elected as Vice Chairman of the Board to serve a one-year term, to commence immediately upon passage of this motion.

Explanation

The Texas State University System vice chairman is elected by majority vote of the Board at the November meeting each year; he or she serves a single, one-year term only, which commences immediately upon election. *Rules and Regulations, Chapter I, Sub-paragraph 5.1.*

TSUS: Calendar of Upcoming Board Meetings

February 18-19, 2016	Lamar University
May 26-27, 2016	Texas State University (Round Rock)
August 18-19, 2016	Austin
November 17- 18, 2016	Sam Houston State University

**Texas State University System
Academic Affairs**

*Jaime Garza, Chair
Rossanna Salazar
Veronica Edwards*

Action Items

- A. LU: New Doctoral Degree – Speech and Hearing Sciences
- B. LU: Offer New Masters of Science in Port and Terminal Management
- C. LU: Accelerated Non-thesis BS/MS Program in Biology
- D. SHSU: Semester Credit Hour (SCH) Change Request—Bachelor of Science in Athletic Training
- E. SHSU: Department Name Change Request—Department of Health Services and Promotion
- F. SHSU: Distance Education—M.A. in Political Science-- College of Humanities and Social Sciences
- G. LIT: Create an Associate of Science Degree in Math
- H. LIT: Create an Associate of Science Degree in Computer Information Systems
- I. LIT: Create an Associate of Science Degree in Biological Science
- J. LSCPA: New Program
- K. TSUS: Certified Enrollment Report Comparison – Certified Summer 2015

Informational Item

- L. TSUS: INFORMATIONAL: Preliminary Enrollment Report Comparison Certified Fall 2014 vs Preliminary 2015

Consent Items

- N. TSUS: CONSENT: Out Of Country Study Programs
- O. TSUS: CONSENT: Curriculum Changes

LU: New Doctoral Degree – Speech and Hearing Sciences

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

Lamar University be authorized to offer a Ph.D. in Speech and Hearing Sciences within the Department of Speech and Hearing Sciences in the College of Fine Arts and Communication, in both a campus-based and online mode. The proposed implementation date is Fall 2017, contingent upon approval by the Texas Higher Education Coordinating Board.

Explanation

The Department of Speech and Hearing Sciences proposes to increase its degree offerings to include a Ph.D. in Speech and Hearing Sciences. The program of study for this degree plan includes a minimum of 75 hours (including 36 hours from the current required courses in the clinical audiology doctorate and the master's degree speech-language pathology). The primary reason for the addition of this degree is because of an emerging national crisis in the field of Speech and Hearing Sciences due to an acute shortage of Speech and Hearing Science Ph.D.s. The 2012 Communication Sciences and Disorders Education Survey contained a projection of 408 Ph.D. full-time faculty openings between 2012 and 2017. Universities rely on PhD faculty to train clinical Speech-Language Pathologists and audiologists. Without Ph.D. faculty, fewer students can be taught to become productive members of the Speech-Language Pathology and Audiology workforce. The U.S. Bureau of Statistics predicts that by 2022, an increase of 19% more SLPs and 34% more Audiologists will be necessary. In short, demand far outpaces supply.

This proposed program differs substantially from existing Ph.D. Programs in Speech and Hearing Sciences in Texas, the southwest region, and nationwide. It is distinctive because the proposed Ph.D. program: (a) will offer the majority of academic requirements through distance learning; (b) provide unique opportunities for clinical/applied research with cooperative and interdisciplinary emphases; (c) combine studies in Speech and Hearing Sciences with Clinical Audiology, Speech-Language Pathology, Deaf Studies and Deaf Education, Engineering, Counseling and Special Populations, and Biology; (d) provide an accessible educational opportunity for citizens in the Southeast Texas as well as contiguous states and nationwide; and (e) include a competency-based component that allows potential increased rate of matriculation and focus in line of inquiry.

Need

The Doctor of Philosophy degree is a traditional mainstay of academia. It fulfills the need for experts in the sciences and arts to teach and mentor undergraduates and advanced students, while it also provides for research needs in the public and private sectors (i.e., education, industry, health, and the arts and sciences). Twelve years ago, members of the Speech and Hearing Sciences professions (i.e. Communication Sciences and Disorders, Speech-Language Pathology, and Audiology) recognized an emerging national crisis in the discipline (Joint Ad Hoc Committee on the Shortage of Ph.D. Students and Faculty in Communication Sciences and Disorders, December 2002). The Joint Committee reported that 7% of all faculty positions in Speech and Hearing Sciences were unfilled at that time and predicted the number would climb significantly in the next ten years. As predicted, the national supply-side shortage of Speech

and Hearing Science Ph.D.s was acute in 2012 with nearly 20% of all faculty positions unfilled. The shortage is expected to continue and reach critical mass before 2020 because: (a) Ph.D. baby boomers are retiring in large numbers; (b) existing national Ph.D. programs are not accessible for many students, especially ethnic minorities; and (c) the addition of more Doctor of Audiology (Au.D.) and Doctor of Speech-Language Pathology (SLP.D.) programs has increased the need for Ph.D. educators to address the shortage of workforce Speech-Language Pathologists and Audiologists.

In regard to clinical doctoral programs, the number of SLP.D. programs are predicted to grow from four programs nationwide to more than twenty programs by 2016. The addition of these new Au.D. and SLP.D. degree programs will only serve to heighten the demand for Ph.D. academic faculty to teach and mentor the students. There is already a shortage in existing programs, and it will only continue to grow as the professions further develop. At present, several colleges in Texas are proposing a Doctor of Speech-Language Pathology. Among those colleges is the University of Houston, which is only 75 miles from Lamar University, which emphasizes the need for the proposed program.

Nationwide, Ph.D. programs in Speech-Language Pathology and Audiology typically have an enrollment of 6 to 15 students and award an average 100 degrees annually. The closest Ph.D. programs to Lamar University are housed at University of Texas (UT)-Austin and University of Texas (UT)-Dallas. UT-Dallas and UT-Austin had an enrollment of 21 and 17 respectively in 2013-2014. This suggests they exceed the national average and are at capacity. New admissions are limited to filling vacancies created through graduation or attrition. Unfortunately, these universities graduate an average of 1-2 students every three years. In light of the fact that Texas accounts for 8.5% of this U.S. population, there appears to be a mismatch between potential demand and supply. Because institutions of higher education depend on Ph.D.s for their Speech-Language Pathology and Audiology training programs (including the new clinical doctoral programs), the imminent shortage will result in: (a) a shortage of credentialed Speech-Language Pathologists and Audiologists to meet the needs of infants and children; (b) a shortage of Speech-Language Pathologists and Audiologists to meet the needs of adults and the aging population of baby boomers; and (c) a shortage of qualified research mentors for students as well as practicing clinicians (clinician-researchers). In regard to the latter, very few holders of Ph.D.s in Texas are registered at present as mentors in the American Speech-Language-Hearing Association's *Clinicians and Researchers Collaborating* (CLARC) database. CLARC is a repository that matches mentors with students and practicing clinicians. This registered number of Ph.D.s must increase to keep up with the demand for research mentors.

According to the 2012 Communication Sciences and Disorders (CSD) Education Survey, there were 538 applications for admissions into doctoral programs, with only 206 offers of admission, and ultimately merely 158 research doctoral students. Of these doctoral students, ethnic minorities was severely underrepresented. The 2012 CSD Education Survey contained a projection of 408 Ph.D. full-time faculty openings between 2012 and 2017. This projection is already proving its accuracy with current shortages increasing. Based on the current number of doctoral students above, the number of new Ph.D. recipients who seek faculty/academic positions in CSD programs will fall far short of that number. In the next 10 years, the number of retirees will also far exceed the number of new Ph.D. recipients further exacerbating the shortfall according to the CSD Education Survey Aggregate Data Report 2012-2013 AY. The shortage of Ph.D.s has a cascading effect whose impact trickles down to needed services for infants, children, and adults. CSD academic programs depend on Ph.D. faculty for teaching their clinical programs (i.e. Au.D., SLP.D., SLP master degrees). These are the degree programs that certify graduates to work in public and private schools as well as other locations that provide therapy and educate children and adults with speech, language, hearing, and

associated problems. Without these Ph.D. faculty, fewer students can be taught to become productive members of the Speech-Language Pathology and Audiology workforce.

At present, the shortage of speech-language pathologists (speech therapists, SLPs) working in schools is acute. According to Squires' report (2013, *Addressing the Shortage of Speech-Language Pathologists in School Settings in the Journal of the American Academy of Special Education*), the shortage is due in large part to the limited number of openings in graduate programs. The limited number of openings is due to the present and ongoing shortage of Ph.D. faculty. This is quite concerning since the U.S. Individuals with Disabilities Education Act (IDEA) requires school districts to have enough SLPs to meet the needs of every student. However, at present the worsening shortage of SLPs in schools places a financial burden on school districts to meet their needs and threatens to deny essential services for children. The Special Education Personnel Shortages Factsheet indicated that 47% of schools reported a shortage of SLPs and named "fewer qualified faculty in higher education" as a cause. The U.S. Department of Education Office of Postsecondary Education concurred with this assessment in its *Teacher Shortage Areas Nationwide Listing 1990-1991 through 2014-2015* (March 2014). Failure to address these shortages by increasing the number of Ph.D. faculty to train public school service providers will negatively impact the THECB goal of ensuring at least 60 percent of Texans aged 25-34 will have a postsecondary credential or degree by 2030. Failure to address student needs while they are in elementary, middle, and high schools will have long-term detrimental effects to the Texas workforce.

Another factor that is exacerbating the supply shortage in schools is the dramatic growth in the numbers of children with Autism Spectrum Disorder (ASD). Nearly all children with ASD require therapy from SLPs as well as intervention from educational Audiologists. According to the Centers for Disease Control and Prevention, the prevalence of ASD was 1:150 in 2000 but more than doubled to 1:68 by 2010. This dramatic increase in children diagnosed with ASD is expected to continue through 2020. The remarkable growth in the prevalence of ASD has significantly increased the current demand for speech and hearing personnel in schools, and the persistent growth in numbers of children with ASD will continue to drive demand higher. LU is uniquely suited to address this shortage because of the collaborative relationships among the faculty in the Departments of Speech and Hearing Sciences and Counseling and Special Populations, which offers a Master of Education with a specialization in Autism.

Further demand demonstrated in the U.S. Bureau of Statistics projections of a need for 120,000 SLPs in 2012, while at present there are approximately only 94,000 SLPs nationwide (with just 8,000 in Texas). The U.S. Bureau of Statistics also predicts that by 2022, an increase of 19% more SLPs and 34% more Audiologists will be necessary. At that rate of growth, Texas will experience a shortfall of nearly 1,500 speech therapists in the school systems alone by 2022. The Texas Career Alternative Resource Evaluation System (CARES) labor market analysis predicts the specific need in Texas for Audiologists to increase 37.2% and the need for SLPs to increase 25.6% between 2012 and 2022. Given that nearly 6,000 (38%) of practicing Audiologists will reach retirement age before 2019, Freeman (2009) has predicted an impending nationwide shortage. To compound the shortage of Audiologists, the hearing impaired population in the U.S. is growing by 6 million each decade and is expected to reach 41 million by 2025. To meet the demand for Audiologists to provide hearing services in schools, hospitals, clinics, and industry, Doctor of Audiology training programs will have to increase the numbers of Ph.D. Audiology faculty which are already in short supply.

In summary, the urgent shortage for Ph.D.s in Speech and Hearing Science disciplines – and thus for new doctoral programs – is present and growing due to a number of factors that are discussed above. In addition, while retiring boomers place a burden on many academic

disciplines, the shortage is especially acute in the Speech and Hearing Sciences. Indeed, in 2008, Lederman wrote, "This focus represents the emerging consensus – embraced not only by the Spellings Commission but numerous other reports and groups – that the biggest challenge facing American higher education is the need to ratchet up the numbers of educated young people and adults to replace the masses of baby boomers who will be retiring (perhaps a little later than they might previously have been, given the shrinkage in retirement savings) in the coming decade.

As a whole, Southeast Texas accounts for 7 million (more than a quarter) of Texas' 27 million residents. In addition, Southeast Texas has a majority-minority population in Jefferson and nearby counties, with an especially large and diverse ethnic-minority population in Harris County. Speech and Hearing Science professions have a critical need to attract undergraduate and graduate students from under-represented groups to careers in research since they represent less than 5% of the current core of researchers. Of the 21 students enrolled at UT-Dallas in 2013-2014, 2 were Hispanic and 1 was Black. Of the 17 students enrolled at UT-Austin, 1 was Hispanic and none were Black. Lamar University's Ph.D. program will provide college students in Southeast Texas an opportunity to pursue a research degree in Speech and Hearing Sciences. With the diverse population of the area, that choice, which is typically absent today for many ethnic-minority citizens, will be available through this proposed new opportunity. Traditionally to pursue a Ph.D. degree in Speech and Hearing Science, prospective students, especially those in Southeast Texas, are faced with relocation (sometimes over long distances to other states), economic risks, and a competitive disadvantage for admission. The proposed Ph.D. in Speech and Hearing Sciences will be accessible to qualified students who are often otherwise disenfranchised by offering a majority of the academic requirements through distance learning.

According to the Texas Higher Education Coordinating Board data, there is a significant difference between African-American/Hispanic graduates of Audiology (Au.D.) and Speech-Language Pathology (M.A./M.S.-SLP) and other ethnicities. For example, a 2013 report from University of Texas-Dallas reported that 3% of doctoral graduates, which includes the Au.D., are African-American or Hispanic. University of Texas-Austin surveyed 2010 graduates from the Department of Communication Science and Disorders, both Au.D. and M.S.-SLP. Of those in the survey group only 3% were African-American. It is important to note that of the Au.D. students enrolled at Lamar University beginning Fall 2014, 50% were White, 37% were Hispanic, and 12% were African-American. Of the M.S.-SLP students enrolled at Lamar University beginning Fall 2014, 64% were White, 14% were Hispanic, and 15% were African-American. Lamar University's Department of Speech and Hearing Sciences is conducting a coordinated effort to actively recruit, identify, mentor, and retain minority students as early as possible in their college experience to increase the likelihood of students' success in post-baccalaureate professional studies (e.g. the Au.D. and M.A./M.S.-SLP). A grant proposal submitted to the Texas Higher Education Coordinating Board (THECB) to establish a recruitment and mentoring program was funded, and the program was formally initiated in September 2014. Identifying and targeting students early in the academic pipeline increases the likelihood of retention and completion of advanced graduate degrees (Grumbach & Chen, 2006). We anticipate our overall recruitment, mentoring, and retention efforts will positively impact Ph.D. minority-student enrollments.

In an effort to recruit Ph.D. student candidates, Lamar University's Department of Speech and Hearing Sciences will disseminate information about the program through national, state, and regional publications, social websites, and promotion at professional events. We intend to provide social, financial, and academic assistance to students through mentoring programs, advising, financial aid, and research grant opportunities. Recruitment at conferences including

those specific to under-represented minorities and international professionals will be engaged (e.g., the National Black Association for Speech-Language and Hearing, Hispanic Caucus, and the Indian Speech and Hearing Association). An informal survey of graduates from the programs of audiology and speech-language pathology, 30% (n=18) indicated that they are interested in the Ph.D. program. Of those, 50% (n=9) indicated they would apply for the Ph.D. program. Below is the anticipated enrollment over the first five years of the Ph.D. program.

The curriculum of the proposed Ph.D. in SPHS requires full-time enrollment. However, an important component of this program is online course offerings. McCook (2011) presented five approaches for reinvigorating the Ph.D. in academia. Two ideas are particularly attractive and can be applied to the development of a Ph.D. program at Lamar University. One is the notion of an interdisciplinary Ph.D. program. The other is the *Get it Online* initiative. An online program would create a marketable niche that could clearly differentiate a new Ph.D. from existing traditional programs. An online program would also address other shortcomings inherent to existing Ph.D. program (e.g., flexibility and affordability). Lamar University's Division for Distance Learning supports complete online graduate programs (<http://luonline.lamar.edu/cde/index.html>) as well as individual course offerings. In addition, our faculty are eminently qualified and experienced with distance learning, and we will be able to attract students to a full-time program through the provision of an innovative and accessible service delivery system. At present and historically, we have maintained high retention and graduation rates for our professional graduate programs. The small number of admitted students in the inaugural year of the Ph.D. program will serve to strengthen faculty-student relationships and promote retention and growth. It will also help to identify deficiencies early on so that they can be resolved before the number of Ph.D. students grows with increased faculty resources.

Curriculum and Rationale

This proposed program differs substantially from existing Doctoral Degree Programs in Communication Disorders/Speech and Hearing Sciences in Texas, the southwest region, and nationwide. It is distinctive because the proposed Ph.D. program: (a) will offer the majority of academic requirements through distance learning; (b) provide unique opportunities for clinical/applied research with cooperative and interdisciplinary emphases; (c) combine studies in Speech and Hearing Sciences with Clinical Audiology, Speech-Language Pathology, Deaf Studies and Deaf Education, Engineering, and Biology; (d) provide an accessible educational opportunity for citizens in the Southeast Texas as well as contiguous states and nationwide; and (e) include a competency-based component that allows potential increased rate of matriculation and focus in line of inquiry.

In putting forth this proposal, we believe that it is critical to address three questions: *why this program, why at Lamar University, and why now?*

Why this program? There is a nationwide shortage of doctoral-level faculty to train the next generation of speech-language pathologists. Faculty vacancies in the discipline are typically advertised on one or both of the following websites:

- a. HigherEdJobs: <http://www.higheredjobs.com/faculty/search.cfm?JobCat=151>
- b. Council on Academic Programs in Communication Sciences and Disorders (CAPCSD): http://www.capcsd.org/posting/position_view.php

Students graduating from LU with Ph.D. degrees in SPHS will be competitive for the faculty and other workforce (i.e., research, industry, administration) vacancies because of our innovative

mode of delivery, competency-based approach to curriculum, and faculty-student mentorship (all described further in the remainder of this document). On 7/15/2014, the HigherEdJobs website included 95 faculty position announcements, and the Council of Academic Programs in Communication Sciences and Disorders (CAPCSD) website included 125 position postings for all of which the graduates of our proposed program would qualify. Moreover, the demand for SLPs and Audiologists remains strong both nationwide and in Texas. The Bureau of Labor Statistics is projecting that the demand for SLPs will grow at a rate of 19% and 34% for Audiologists (faster than the average of 12%) during the decade beginning in 2012. According to data obtained from the Texas Workforce Commission, there are projected to be 365 annual openings for SLPs in Texas during the decade from 2010 to 2020. And as previously mentioned, The Texas Career Alternative Resource Evaluation System (CARES) labor market analysis predicts the specific need in Texas for Audiologists to increase 37.2% and the need for SLPs to increase 25.6% between 2012 and 2022. New faculty is critical if graduate programs are to meet the state and nationwide demand for workforce professionals in Speech and Hearing Sciences.

Why Lamar University? Lamar University has offered graduate degree programs in Speech and Hearing Sciences for fifty years, and the program has provided clinical services to the citizens of southeast Texas since 1964. Today the equipment holdings in the Department of Speech and Hearing Sciences rival the laboratory inventories of many doctoral programs and research facilities. The Speech-Language Pathology program has state-of-the-art voice and swallowing analysis equipment, while the Audiology program has the tools to provide comprehensive auditory, hearing instrument (real ear measurements), cochlear implant, vestibular and electro-physiological assessments. Existing doctoral programs in Texas are distant from the population centers in southeast Texas. The program at University of Texas-Austin, 250 miles from Beaumont, is the nearest program to Lamar's campus. Currently there are Ph.D. programs in Speech and Hearing Sciences in Lubbock (proximal to the South Plains, Panhandle, and Permian Basin regions), Richardson (north Texas), and Austin (central Texas). However the southeast region of the state has no doctoral program. Yet another reason why Lamar University offers a compelling site for a Ph.D. program in Speech and Hearing Sciences is its connections to the long-standing doctoral program in Deaf Studies and Deaf Education. Within the same college as the Department of Speech and Hearing Sciences, the Department of Deaf Studies and Deaf Education offers one of the nation's only Bachelor's degree programs in American Sign Language, and one of the few doctoral programs in Deaf Studies and Deaf Education. The departments have been highly collaborative throughout their histories in both research and classroom endeavors (e.g., cochlear implant summer camp, NIH proposal in development), and plan to continue this partnership in perpetuity.

Why now? In 1999, Lamar University recorded an official Fall Semester enrollment of 8,149. By Fall 2012, Lamar's enrollment had reached 14,675. While Lamar has offered doctoral programs in Engineering and Deaf Studies and Deaf Education for several years, it has recently added both its first Doctor of Philosophy program in Chemical Engineering and its first clinical doctoral program with the Doctor of Audiology degree. In the wake of the number of doctoral degrees awarded, the Carnegie Foundation subsequently classified the University as a doctoral research university. Lamar University has significantly expanded its research infrastructure through the Office of Sponsored Programs Administration, led by the Associate Provost for Research. Based on the increase in enrollment, success in doctoral education, and heightened research at LU, the timing for the addition of a Ph.D. program in Speech and Hearing Sciences is most appropriate.

LU: Offer New Masters of Science in Port and Terminal Management

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

The Department of Industrial Engineering in the College of Engineering be authorized to offer a Master's of Science in Port and Terminal Management (MPTM) degree. This will be effective Fall 2016, following notification to the Texas Higher Education Coordinating Board and the Commission of Colleges of the Southern Association of Colleges and Schools.

Explanation

MPTM Program Overview

The initial Masters of Science in Port and Terminal Management curriculum has been created by a joint effort of the academic and industry members of the Center for Advances in Port Management Steering Committee. The course delivery will initially be a combination of traditional face-to-face, hybrid, and online; eventually moving to primarily online to reach an international population. Each online course will be evaluated by Lamar University's Quality Matters (QM) rubric-based course review system. QM is intended to evaluate the effectiveness of online course design. Internal QM reviews are performed by Lamar University's Division of Distance Learning. The theory of the course content will be taught by university/adjunct faculty possessing an appropriate terminal degree with practical application provided by waterfront community industry experts (guest lectures, etc.).

Mission, Vision, Goals and Objectives of the MPTM Program

Mission Statement

The mission of the MPTM program is to provide high quality, leading-edge education leading to meaningful waterfront career opportunities for our graduates. The MPTM curriculum and experiences will provide for a unique, multidisciplinary master's degree program to address the current and future challenges of ports and terminals around the world. The required scope and skill sets offered by the MPTM will meet the job requirements of the next generation's top-level port and terminal management.

Our mission will be accomplished by recruiting and educating qualified students in a curriculum of academic course work and experiences. Demand for graduates will be driven by frequent contact with employers through initiatives such as advisory council meetings, continuing education, internship programs, consultation, research/development, publications, student projects, international student exchange programs, and collaborations with domestic and international peer institutions and industry.

Vision Statement

To be the preferred provider of port and terminal professionals

Vision Elements:

1. Recruiting Quality Students
2. Employer-Focused Relationships
3. Increased Supporting Resources
4. Academic Course Work and Port/Terminal Experiences
5. Collaborative Research and Application

Masters of Science Program in Port and Terminal Management Objectives

1. Recruit high quality students
2. Prepare students with skills to compete through course work, internships, research activities and international exchange opportunities
3. Enhance students' career opportunities through frequent employer contacts and work experiences
4. Encourage students to develop leadership skills
5. Encourage students to pursue life-long learning
6. Develop additional relationships with waterfront community employers
7. Increase Center resources through growth in enrollment, development, and funded projects
8. Conduct applied research and publish results with the ultimate goal of technology transfer for the betterment of the waterfront community and its massive impact on the world's economy
9. Provide exemplary service for the benefit of the University, the Beaumont metropolitan community, the State of Texas, local and global business and port and terminal-related organizations

Outcome Assessment

The Masters of Science in Port and Terminal Management has developed an assessment process to demonstrate that outcomes important to the objectives of the MPTM program are measured. This process is based on input from the Program's various constituencies: students, alumni, and employers. Specifically, information obtained from graduates, alumni surveys that document career development, interaction with our industry steering committee and other waterfront industry constituencies, and data from employer surveys are among the items to be utilized. The Program Outcomes below are expected of our MPTM Program graduates.

Goals of the MPTM Program

Student Outcomes

1. Provide students the broad education necessary to understand the impact of port, terminal, and waterway solutions in a global, economic, environmental, and societal context
2. Provide students the ability to use the techniques, skills, and modern problem solving tools for solving complex and emerging port, terminal, and waterway challenges in a systematic manner
3. Provide students the ability to function on multidisciplinary/international teams and to communicate effectively

4. Provide students an understanding of professional and ethical responsibility

Student Objectives

1. Graduates will be successful in improving port and terminal operations by solving contemporary and emerging port and terminal challenges and will effectively communicate these improvements with others at all levels.
2. Graduates will demonstrate professional and ethical leadership (career progression, leadership positions, initiate change, etc.) and actively engage in life-long learning.

Research

The Masters of Science in Port and Terminal Management will initially be a non-thesis master's degree, potentially moving towards a theses option, the Center for Advances in Port Management will perform port, terminal, and waterway-related research. Therefore, the Center has the following research goals:

1. Implement a leading-edge port and terminal-related research program commensurate with faculty interest and industry needs
2. Provide students with research learning opportunities that allow for meaningful participation in the generation of new knowledge of the waterfront community in a local to global context
3. Collaborate with other domestic and international institutions to provide students the opportunities for projects, internships, and student exchanges

Continuing Education

1. Provide stand-alone waterfront industry relevant certification courses
2. Provide waterfront community relevant certification courses that feed into the Masters of Science Degree in Port and Terminal Management

Brief Background/Need

The Southeast Texas region is vital in terms of our nation's economy, energy, and security. The Ports of Beaumont, Port Arthur, Orange, and Houston are located within our region as well as a number of other ports along the Gulf of Mexico. Six of the Nation's ten leading ports in terms of tonnage are located in the Gulf of Mexico region. Four major petrochemical refineries and other critical infrastructures are located in our immediate vicinity with several others nearby. Over 40 percent of total US petroleum refining capacity and approximately 30 percent of the total US natural gas processing plant capacity are located along the Gulf coast. Approximately one-half of US production of crude oil and natural gas occurs in the Gulf of Mexico.

The expansion of the Panama Canal, the deepening of the Sabine-Neches Waterway, the changing oil and gas markets (in particular, the emerging LNG export market in the State), and advances in maritime vessel production are soon to transform the economics of transporting goods to and from international markets. The full impact of Panama Canal expansion et al., will depend on a number of factors, including the:

- Capacity of individual U.S. ports and their related infrastructure to handle shifting trade flows and increased vessel size
- Level of preparedness for natural or man-made risks and processes in place to maximize resilience of critical infrastructures and processes in case of such a disaster

- Response of shipping companies to port and inland infrastructure capacity development
- Adaptation of supply-chain management methods that take advantage of the scale economies offered by the Panama Canal expansion
- Realization of, and market responses to the projected reduction in transpacific services
- Allocation of cost savings among the various domestic and foreign players.

In August of 2015, results from an economic impact study of United States seaports were released. The [2014 National Economic Impact of the U.S. Coastal Port System](#) report provide compelling evidence of the need for such a specialized Port and Terminal Master's degree.

In the seven years since the [last nationwide ports economic impact study](#), the contributions of America's seaports to the nation's economy have risen dramatically. From 2007 to 2014, the total economic value that U.S. coastal ports provide in terms of revenue to businesses, personal income and economic output by exporters and importers rose 43% to \$4.6T. This accounted for 26% of the nation's \$17.4T economy in 2014, up from 20% of its \$16.1T economy in 2007.

Other notable gains since 2007 mentioned in the new report include:

- Federal, state and local tax revenues generated by port-sector and importer/exporter revenues rose 51% to \$321.1B
- Jobs generated by port-related activity jumped 74% to 23.1M
- Personal wages and local consumption related to the port-sector increased to \$1.1T, with the average annual salary of those directly employed by port-related businesses equating to \$53,723

“The growth in jobs and economic importance of America's seaports reflects the fact that the value of international cargo handled at these ports increased by \$400B since 2007, reaching about \$1.8T in 2014. It's important to emphasize that the key growth in our international trade was in US exports, which saw a 60% increase in value over the past seven years.” (Martin, 2015)

Martin (2015) also emphasized that the robust growth in the economic impact value from US ports occurred despite the economic recession that severely hampered marine cargo activity between 2008 and 2012. “The growth in the contributions of our ports to the nation's economy underscores the need to invest in infrastructure and technology to support and foster good jobs, national security, international trade and our standard of living” (Martin, 2015).

American Association of Port Authorities' (AAPA) President and CEO Kurt Nagle, said that particularly with the economic contributions of America's seaports growing rapidly, there's a significant and urgent need for more federal investment in enhancing the connections with those ports. He added, “On the land-side alone, AAPA's U.S. member ports have identified at least \$28.9 billion in needed investments by 2025. These necessary road, rail, bridge and tunnel improvements are crucial to enable our seaports to efficiently handle their expected cargo volumes, continue providing dramatic economic and jobs impacts, and enhance America's international competitiveness.”

This effort will require partnerships with the private sector that, to date, have not been a significant part of the resource portfolio. Further, the nature of the business deals that ports will need to facilitate are of a magnitude never before broached due to the limitations of the logistics of the present port operations. There are very few, if any, organizations that operate on the seam between industry and the public sector quite like port management.

To address the future challenges of ports around the world will require a scope and stakeholder capability that is not commonly found in the existing skill set of top level port management. The preparation of next generation leadership in port and terminal management, study of the challenges, and discovery of solutions must be part of the future in this rapidly changing industry and are presently underrepresented in the existing institutions of higher education. Lamar University is proximally located to the Port of Beaumont, Port Arthur, Orange and Houston, as well as a number of other ports along the Gulf of Mexico, and offers a very unique opportunity to be a leading provider of these crucial advances in port and terminal management to a worldwide market. The expertise will be drawn from the Department of Industrial Engineering, Department of Civil Engineering, and the College of Business at Lamar as well as a variety of institutions and industry professionals.

The proposed Masters of Science degree in Port and Terminal Management (MPTM) is a unique opportunity for employees in the global port, terminal, intermodal transportation and other industries to develop the skills and experience from top engineering, business, and law faculty. Over 50% of the MPTM will be taught by engineering faculty, two of which are registered professional engineers. The engineering faculty involved in the proposed MPTM have expertise in areas such as capital projects, advanced project management, risk and resilience, safety, security, human factors, ergonomics, environment, information technology, logistics, port engineering management, and facility design and layout. The remainder of the curriculum will be taught by management, business law, accounting, and business analysis faculty.

The Center has strong support from the entire leadership team at Lamar University, in particular Dr. Kenneth Evans, President of Lamar University. The Center has developed strong support by the waterfront community and has an active steering committee composed of representatives from:

- Beaumont Area Public and Government Affairs Manager, Exxon Mobil Corporation
- Chairman and CEO, Trans-Global Solutions, Inc.
- Senior Vice President, West Gulf Maritime Association
- General Counsel, Southeast Texas Plant Managers Forum
- Assistant General Manager, Sabine-Neches Navigation District
- Commanding Officer, USCG MSU Port Arthur
- West Gulf Maritime Director, United States Department of Transportation, Maritime Administration
- Sabine Pilots Association
- Deputy Port Director, Port of Port Arthur
- Port Director and CEO, Port of Beaumont
- Director of Corporate Affairs & Public Information Officer, Port of Beaumont
- Lamar University: President, Provost, Deans from both the Colleges of Engineering and Business, faculty from Industrial Engineering, Civil Engineering, and Management.

In addition, the State of Texas approved Lamar University's special item request for \$2.72M in the 84th legislative session for the Center for Advances in Port Management at Lamar University.

Student Demand

The College of Engineering has a very large graduate student population from which the MPTM Program will initially draw interested students. As the MTPM matures, the target audience will

shift to working professionals within the waterfront industry. The preparation of next generation leadership in port and terminal management, study of the challenges, and discovery of solutions must be part of the future in this rapidly changing industry and presently underrepresented in the existing institutions of higher education. Lamar University is proximally located to the Port of Beaumont, Port Arthur, Orange and Houston, as well as a number of other ports along the Gulf of Mexico, and offers a very unique opportunity to be a leading provider of these crucial advances in port and terminal management to a worldwide market.

According to the Bureau of Labor Statistics, Occupational Outlook Handbook (2015), employment in the water transportation occupations is projected to increase by 13%, freight transportation by 19%, and inland water transportation by 29% from 2012 – 2022. This growth will be driven for commodities such as petroleum products, iron ore, and grain, as well others (BLS, 2015). Also, according to the BLS (2015), a number workers in these industries are approaching retirement, creating additional job openings. In addition to these growth projections and additional job openings in the water transportation industry the intermodal transportation systems are expected to expand. It is precisely these multimodal (ship, rail, truck, barge, pipeline, etc.) transportation systems and other emerging technologies and challenges, such as cyber security, that today’s and future Port and Terminal Professionals will be required to effectively manage.

References

Martin, J., Report on the [2014 National Economic Impact of the U.S. Coastal Port System, American Association of Port Authorities’ \(AAPA\) 2015 Spring Conference](#), Washington, D.C.

American Association of Port Authorities (AAPA), <http://www.aapa-ports.org/Press/PRdetail.cfm?itemnumber=20424>, last accessed 8/10/15.

Bureau of Labor Statistics (BLS), Occupational Outlook Handbook, <http://www.bls.gov/ooh/transportation-and-material-moving/water-transportation-occupations.htm>, last accessed 8/22/15.

Bureau of Labor Statistics (BLS), Occupational Outlook Handbook, <http://www.bls.gov/data/#projections>, last accessed 8/22/15.

Initial Curriculum

Prefix and Number	Required Courses	SCH
INEN 5306	Port Logistics Modeling	3
INEN 5307	Capital Projects	3
MGMT 5325	Global Logistics	3
ACCT 5315	Financial and Managerial Accounting Foundation	3

Prefix and Number	Prescribed Elective Courses	SCH
INEN 5304	Risk Analysis in Port Operations	3
INEN 5310	Port Engineering Management	3
BULW 5380	International Law	3
MGMT 5340	International Business	3
MGMT 5335	Intermodal Systems	3
INEN 5309	Managing the Port Estate	3

DRAFT Masters in Port and Terminal Management	
<i>*Prerequisites/Leveling Courses TBD</i>	
Year 1	<i>Taught by</i>
INEN 5302 – Introduction to Port Management	IE
INEN 5304 – Risk Analysis in Port Operations	IE
MGMT 5390 – Global Logistics	COB
INEN 5310 – Port Engineering Management	IE
INEN 5306 – Port Logistics Modeling	IE
ACCT 5315 – Financial & Managerial Accounting Foundation	COB
Year 2	<i>Taught by</i>
BULW 5380 – International Law	COB
MGMT 5340 – International Business	COB
INEN 5307 – Capital Projects	IE
MGMT 5390 – Intermodal Systems/CVEN 5320 – Adv Proj Management	COB/CVEN
INEN 5308 – Safety, Health, Security and Environ (HSSE) in Ports	IE
INEN 5309 – Managing the Port Estate	IE

LU: Accelerated Non-thesis BS/MS Program in Biology

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

Lamar University be authorized to institute an Accelerated Non-thesis BS/MS
Program in Biology beginning in Fall 2016.

Explanation

The Accelerated Non-thesis BS/MS program will target talented undergraduate Biology majors who would benefit from having the Master's Degree when they enter the job market but do not want to commit to the longer time a thesis option takes to complete. It would provide educational opportunities to students who, for financial or family related reasons, are unable to relocate to larger graduate institutions. In addition, it would benefit those students interested in doctoral education in the biological or biomedical disciplines. The degree program would benefit pre-professional students who do not chose to enter a professional school immediately after graduating. The Master's Degree in Biology is a common "jumping off" point for students wishing to enter professional schools. Graduates from this program would be ideally suited for health professions, technology based industry, education, and government positions. Successful students will be able to earn the M.S. degree in a fifth year in two long semesters and up to three summer semesters beyond the completion of the B.S. degree. The accelerated degree program will enable our undergraduate students to be more competitive in seeking admission to medical, dental, and pharmacy professional schools.

SHSU: Semester Credit Hour (SCH) Change Request—Bachelor of Science in Athletic Training

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

Sam Houston University be authorized to implement a semester credit hour (SCH) increase from 120 to 122 for the Bachelor of Science in Athletic Training in the Department of Kinesiology housed within the College of Health Science to be implemented fall 2016.

Explanation

The Bachelor of Science in Athletic Training at Sam Houston State University has begun the process of seeking National Accreditation from the Commission on Accreditation of Athletic Training Education (CAATE). The timeline for seeking CAATE accreditation of our program includes a self-study process during the 2015-2016 academic year, and a site visit process during the 2016-2017 academic year. CAATE accreditation hinges on meeting the 109 Standards for the Accreditation of Professional Athletic Training Programs and ensuring that Athletic Training Education Competencies are met across the degree plan and curriculum. Additionally, the Athletic Training Program at Sam Houston State University strives to offer a program which allows for significant practical experiences for our students by providing adequate laboratory and clinical experiences courses. Finally, the BS in Athletic Training offers a course which is unique to other programs across the state of Texas in the ATTR 3383 Head and Face Injuries in sport class. Therefore, this request for 122 hour degree plan aims to 1) satisfy CAATE Accreditation Standards, 2) provide significant practical experiences for students in preparing them for clinical practice, and 3) allows the program to provide the unique Head and Face Injuries in Sport course which is not a regular course offering at other institutions.

In an effort for the Bachelor of Science in Athletic Training Degree at Sam Houston State University to specifically meet the CAATE Standards, we are requesting an addition of two credit hours to the degree plan; making the total credit hours required to earn a Bachelor of Science in Athletic Training 122 credit hours. The CAATE Standards which are directly related to this request are listed below:

46. Clinical education must follow a logical progression that allows for increasing amounts of clinically supervised responsibility leading to autonomous practice upon graduation. The clinical education plan must reinforce the sequence of formal instruction of athletic training knowledge, skills, and clinical abilities, including clinical decision-making.

50. Students must gain clinical education experiences that address the continuum of care that would prepare a student to function in a variety of settings with patients engaged in a range of activities with conditions described in athletic training knowledge, skills and clinical abilities, *Role Delineation Study/Practice Analysis* and standards of practice delineated for an athletic trainer in the profession. Examples of clinical experiences must include, but should not be limited to: Individual and team sports; Sports requiring protective equipment (e.g., helmet and shoulder pads); Patients of different sexes; Non-sport patient populations (e.g., outpatient clinic, emergency room, primary care office, industrial, performing arts, military); A variety of conditions other than orthopedics

(e.g., primary care, internal medicine, dermatology).

55. All clinical education must be contained in individual courses that are completed over a minimum of two academic years. Clinical education may begin prior to or extend beyond the institution's academic calendar. (CAATE, 2012)

In an effort to create a robust and rigorous program which prepares students for clinical practice and direct patient care, we have implemented a block of courses on the degree plan which include experiential learning courses such as laboratories, clinical experiences, and internship. In order to fully complete the minimum of two years of clinical education as outlined in CAATE Standard 55 above, we must include an additional two-credit hour clinical class (ATTR 4392 Clinical Experiences in Athletic Training IV). ATTR 4392 was approved by the Texas State University System Board of Regents during the 2014-2015 curriculum cycle. Without the addition of the ATTR 4392 to the BS in Athletic Training Degree, the Athletic Training Program would be non-compliant with CAATE Standard 55 above which requires two years of clinical experiences.

There are currently 15 Professional Level Bachelor's Degree Programs in Texas which have CAATE Accreditation. After reviewing these, it should be noted that the following programs exceed the 120 credit hour state standard:

Baylor University – 124 credit hours
Hardin-Simmons University - 124 credit hours
Howard Payne University – 124 credit hours
Texas State University – 122 credit hours
Texas A&M University – Corpus Christi – 125 credit hours
Texas Lutheran University – 124 credit hours
Texas Wesleyan University – 126 credit hours
University of the Incarnate Word – 121 credit hours

With the approval of the Board to increase the credit hours of the Bachelor of Science Degree in Athletic Training to 122 credit hours, we can comply with CAAT Standards, fully include the block of experiential learning courses which have been previously approved by the Board of Regents, and maintain the uniqueness of having the Head and Face Injuries in Sport as part of the curriculum. Ultimately, this decision will also allow us to grow and develop professional Athletic Training clinicians who are prepared for professional practice.

SHSU: Department Name Change Request—Department of Health Services and Promotion

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

Sam Houston University be authorized to change the name of the Department of Health Services and Promotion to the Department of Population Health housed within the College of Health Sciences to be effective fall 2016.

Explanation

Renaming the Department of Health Services and Promotion to the Department of Population Health is requested in order to strategically align all departmental undergraduate and graduate degree programs to the vision of population health improvement. Population Health is defined as "the health outcomes of a group of individuals, including the distribution of such outcomes within the group" (Kindig and Stoddart, 2003). While not a part of the definition itself, it is understood that such population health outcomes are the product of multiple determinants of health, including medical care, public health, genetics, behaviors, social factors, and environmental factors.

Renaming the academic unit to the Department of Population Health will promote a more accurate reflection of current and future undergraduate and graduate educational programs offered by the department. The name change proposed above will enhance marketability and frame the strategic vision of this academic unit for future development.

The following existing and proposed programs are part of the department's strategic plan:

Existing programs:

1. BA Bilingual Health Care Studies
2. BS Public Health
3. BS Wellness Management
4. BS Health Care Administration
5. BS Health Sciences
6. Minor in Health
7. Minor in Health Fitness
8. MA in Health

Projected programs:

1. MPH in Correctional Health (proposed 2015)
2. MS in Health Care Quality and Safety (proposed 2015)
3. Post Baccalaureate Certificate in Health Communication (proposed 2016)
4. BS Health Informatics (proposed 2017)
5. Post Baccalaureate Certificate in Long Term Care (proposed 2017)
6. Minor in Health Policy (proposed 2017)

SHSU: Distance Education—M.A. in Political Science-- College of Humanities and Social Sciences

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

Sam Houston State University be authorized to offer the following degree program in the Department of Political Science within the College of Humanities and Social Sciences via distance learning at 50% or more as of spring 2016.

- 1) M.A. in Political Science

Explanation

The Master of Arts in Political Science at Sam Houston State University prepares students to work in various areas of the field of education, including high school and community college teaching. It also provides useful training for professionals in fields such as public service, public policy, the military, and the law. The online program will specifically accommodate the educational needs of working professionals in these fields. The online format will provide graduate education in political science to working professionals and others who, due to job obligations, geographic location and/or other constraints, are unable to pursue on-campus coursework.

The Master of Arts in Political Science requires 30 semester credit hours of post-baccalaureate study, with a thesis option and 36 semester credit hours of post-baccalaureate study, with a non-thesis option. In the final semester of the program, students take a comprehensive written examination over coursework and assigned readings.

The Master of Arts in Political Science program is housed in the College of Humanities and Social Sciences. The college already administers several other excellent online programs.

LIT: Create an Associate of Science Degree in Math

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

Lamar Institute of Technology be authorized to offer the Associate of Science degree in Math effective Spring 2016 Semester.

Explanation

The Associate of Science (AS) degree with an emphasis in Math is for students seeking a transfer pathway leading towards a Bachelor of Science degree in a Math. The 60-hour program enables students to complete the first two years of a four-year Math degree. The program provides a clear career pathway for LIT students seeking a seamless transition from LIT to a four-year university majoring in Math.

Students pursuing the AS in Science degree will 1) be able to complete the first two years of a four-year program of study in Math, 2) create an opportunity for increased compensation in Math related occupations by virtue of completion of an AS degree, 3) allow students to complete core curriculum coursework while building GPA and academic abilities in order to transfer to four-year programs with more rigorous admissions requirements, and 4) qualify for jobs that require or give preferential treatment to applicants with a degree.

Offering the AS in Math at Lamar Institute of Technology provides an economical educational opportunity in Math for students in the community who otherwise would be unable to begin at a four-year university. All courses required for the AS in Math at LIT will transfer to a Bachelor's degree in Math program.

Courses required to complete the program include:

LIT's Core Curriculum 42 SCH

Electives (18 SCH)

Must include:

MATH 1342, Elementary Statistics

MATH 2312, Pre-Calculus

MATH 2313, Calculus I

MATH 2314, Calculus II

6 - 9 SCH of Additional Elective Credit*

*Additional elective credit may be any transferable course(s) not already used to satisfy the Core Curriculum.

LIT: Create an Associate of Science Degree in Computer Information Systems

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

Lamar Institute of Technology be authorized to offer the Associate of Science degree in Computer Information Systems effective Spring 2016 Semester.

Explanation

The Associate of Science (AS) degree with an emphasis in Computer Information Systems is for students seeking a transfer pathway leading towards a Bachelor of Science degree in a Computer Information Systems. The 60-hour program enables students to complete the first two years of a four-year Computer Information Systems degree. The program provides a clear career pathway for LIT students seeking a seamless transition from LIT to a four-year university majoring in Computer Information Systems.

Students pursuing the AS in Science degree will 1) be able to complete the first two years of a four-year program of study in Computer Information Systems, 2) create an opportunity for increased compensation in Computer Information Systems related occupations by virtue of completion of an AS degree, 3) allow students to complete core curriculum coursework while building GPA and academic abilities in order to transfer to four-year programs with more rigorous admissions requirements, and 4) qualify for jobs that require or give preferential treatment to applicants with a degree.

Offering the AS in Computer Information Systems at Lamar Institute of Technology provides an economical educational opportunity in Computer Information Systems for students in the community who otherwise would be unable to begin at a four-year university. All courses required for the AS in Computer Information Systems at LIT will transfer to a Bachelor's degree in Computer Information Systems program.

Courses required to complete the program include:

LIT's Core Curriculum 42 SCH

Electives (18 SCH)

Must include:

COSC 1436, Programming Fundamentals I, 4SCH
COSC 1437, Programming Fundamentals II, 4SCH
COSC 2436, Programming Fundamentals III, 4SCH
MATH 2312, Pre-Calculus, 3SCH
MATH 2313, Calculus I, 3 SCH

LIT: Create an Associate of Science Degree in Biological Science

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

Lamar Institute of Technology be authorized to offer the Associate of Science degree in Biological Science effective Spring 2016 Semester.

Explanation

The Associate of Science (AS) degree with an emphasis in Biological Science is for students seeking a transfer pathway leading towards a Science degree in a life science discipline. The 60-hour program enables students to complete the first two years of a four-year Science degree. The program provides a clear career pathway for LIT students seeking a seamless transition from LIT to a four-year university majoring in Science.

Students pursuing the AS in Biological Science degree will 1) be able to complete the first two years of a four-year program of study in a number of Science disciplines including; Biology, Chemistry, and Environmental Science, 2) create an opportunity for increased compensation in science related occupations by virtue of completion of an AS degree, 3) allow students to complete core curriculum coursework while building GPA and academic abilities in order to transfer to four-year programs with more rigorous admissions requirements, and 4) qualify for jobs that require or give preferential treatment to applicants with a degree.

Offering the AS in Biological Science at Lamar Institute of Technology provides an economical educational opportunity in Science for students in the community who otherwise would be unable to begin at a four-year university. All courses required for the AS in Biological Science at LIT will transfer to a Bachelor's degree in a Science program.

Courses required to complete the program include:

LIT's Core Curriculum 42 SCH

Electives (18 SCH)

Must include:

- 8 SCH of Life or Physical Science courses*
- 6 SCH of Mathematics courses**
- 4 SCH of Additional Elective Credit courses***

* Life or Physical Science SCH may include any combination of science courses not used to satisfy the Core Curriculum.

** Mathematics SCH should include MATH 2313 Calculus I

*** Additional elective credit may be any transferable course(s) not already used to satisfy the Core Curriculum.

LSC-PA: New Program

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

Lamar State College-Port Arthur be permitted to submit the Academic Certificate in Academic Studies for approval to the Texas Higher Education Coordinating Board.

Explanation

Rule 4.36 of the Texas Administrative Code encourages institutions of higher education to “develop undergraduate academic certificate programs of less than degree length. The rules are intended to provide a streamline process for approval of these certificates.” One of these suggested areas for a Certificate is “the Board-approved core curriculum of the institution.” An academic certificate in general studies is advantageous to student success in that it can provide a foundation for students wishing to transfer to a four-year institution with a completed state-approved core curriculum short of completing an associate degree. Further, this certificate will provide the College another cohort of approved “completers” which will assist us in identifying those students who complete the core and transfer to another institution. The certificate will be 42 semester hours in length and will correspond to the requirements of the Core Curriculum..

TSUS: Certified Enrollment Report Comparison – Certified Summer 2015

Upon motion of Regent _____, seconded by Regent _____, it was ordered that the Certified Enrollment Report for Summer 2015 for the Texas State University System components be approved.

	Summer	
	2014	2015
Lamar University	7,883	8,419
Sam Houston State University	7,734	7,942
Sul Ross State University	804	881
Sul Ross State University RGC	502	570
Texas State University	12,714	12,689
Lamar Institute of Technology	730	763
Lamar State College-Orange	766	807
Lamar State College-Port Arthur	614	638
Totals	31,747	32,709

	Summer SCH	
	2014	2015
Lamar University	65,980	76,081
Sam Houston State University	50,736	52,828
Sul Ross State University	5,373	5,899
Sul Ross State University RGC	2,262	4,164
Texas State University	79,114	77,749
Lamar Institute of Technology	5,110	5,343
Lamar State College-Orange	5,831	5,762
Lamar State College-Port Arthur	8,160	4,807
Totals	222,566	232,633

Texas State University System Certified Enrollment Report Comparison
 Certified Summer 2014 vs. Certified Summer 2015

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

Institution		Summer 2014	Summer 2015	% Change
Lamar	Headcount	7,883	8,419	7%
	SCH	65,980	76,081	15%
	FTSE	6,635	7,814	18%
Sam Houston	Headcount	7,734	7,942	3%
	SCH	50,736	52,828	4%
	FTSE	4,602	4,748	3%
Sul Ross-Total	Headcount	1,306	1,451	11%
	SCH	7,635	10,063	32%
	FTSE	723	943	30%
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>502</i>	<i>570</i>	<i>14%</i>
	<i>SCH</i>	<i>2,262</i>	<i>4,164</i>	<i>84%</i>
	<i>FTSE</i>	<i>200</i>	<i>368</i>	<i>84%</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>804</i>	<i>881</i>	<i>10%</i>
	<i>SCH</i>	<i>5,373</i>	<i>5,899</i>	<i>10%</i>
	<i>FTSE</i>	<i>523</i>	<i>575</i>	<i>10%</i>
Texas State	Headcount	12,714	12,689	0%
	SCH	79,114	77,749	-2%
	FTSE	7,007	6,851	-2%
Lamar-IT	Headcount	730	763	5%
	SCH	5,110	5,343	5%
	FTSE	426	445	5%
	Contact	119,456	135,552	13%
Lamar-O	Headcount	766	807	5%
	SCH	5,831	5,762	-1%
	FTSE	486	480	-1%
	Contact	166,480	154,432	-7%
Lamar-PA	Headcount	614	638	4%
	SCH	8,160	4,807	-41%
	FTSE	680	401	-41%
	Contact	223,568	117,232	-48%
Total	Headcount	31,747	32,709	3%
	SCH	222,566	232,633	5%
	FTSE	20,559	21,682	5%
	Contact	509,504	407,216	-20%

Table 2. Continuing Education Unduplicated Headcount, Contact Hours, and FTSE

Institution		Summer 2014	Summer 2015	% Change
Lamar-IT	Headcount	1,930	1,071	-45%
	FTSE	226	119	-47%
	Contact	67,837	35,712	-47%
Lamar-O	Headcount	190	316	66%
	FTSE	25	29	18%
	Contact	7,481	8,831	18%
Lamar-PA	Headcount	540	514	-5%
	FTSE	454	481	6%
	Contact	136,282	144,158	6%
Total	Headcount	2,660	1,901	-29%
	FTSE	705	629	-11%

	Contact	211,600	188,701	-11%
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Texas State University System Certified Enrollment Report
Summer 2015

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

Institution		Undergrad	Master's	Doctoral- Research	Doctoral Professional	Post-Bach	Total
Lamar	Headcount	3,661	3,652	335	17	754	8,419
	SCH	28,467	44,883	2,731	-	-	76,081
	FTSE	2,372	4,987	455	-	-	7,814
Sam Houston	Headcount	6,097	1,503	255	-	87	7,942
	SCH	42,450	9,348	1,030	-	-	52,828
	FTSE	3,538	1,039	172	-	-	4,748
Sul Ross-Total	Headcount	883	509	-	-	59	1,451
	SCH	6,309	3,754	-	-	-	10,063
	FTSE	526	417	-	-	-	943
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>448</i>	<i>100</i>	<i>-</i>	<i>-</i>	<i>22</i>	<i>570</i>
	<i>SCH</i>	<i>3,417</i>	<i>747</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>4,164</i>
	<i>FTSE</i>	<i>285</i>	<i>83</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>368</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>435</i>	<i>409</i>	<i>-</i>	<i>-</i>	<i>37</i>	<i>881</i>
	<i>SCH</i>	<i>2,892</i>	<i>3,007</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>5,899</i>
	<i>FTSE</i>	<i>241</i>	<i>334</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>575</i>
Texas State	Headcount	10,382	1,721	159	120	307	12,689
	SCH	65,540	10,335	596	1,278	-	77,749
	FTSE	5,462	1,148	99	142	-	6,851
Lamar-IT	Headcount	763	-	-	-	-	763
	SCH	5,343	-	-	-	-	5,343
	FTSE	445	-	-	-	-	445
	Contact	135,552	-	-	-	-	135,552
Lamar-O	Headcount	807	-	-	-	-	807
	SCH	5,762	-	-	-	-	5,762
	FTSE	480	-	-	-	-	480
	Contact	154,432	-	-	-	-	154,432
Lamar-PA	Headcount	638	-	-	-	-	638
	SCH	4,807	-	-	-	-	4,807
	FTSE	401	-	-	-	-	401
	Contact	117,232	-	-	-	-	117,232
Total	Headcount	23,231	7,385	749	137	1,207	32,709
	SCH	158,678	68,320	4,357	1,278	-	232,633
	FTSE	13,223	7,591	726	142	-	21,682
	Contact	407,216	-	-	-	-	407,216

Table 2. Continuing Education Unduplicated Headcount, Contact Hours, and FTSE

Institution	Undergrad	
Lamar-O	Headcount	316
	FTSE	29
	Contact	8,831
Lamar-IT	Headcount	1,071
	FTSE	119
	Contact	35,712
Lamar-PA	Headcount	514
	FTSE	481
	Contact	144,158
Total	Headcount	1,901
	FTSE	629
	Contact	188,701

TSUS Certified Enrollment Report: Universities

Institution: Lamar University
 Term or Semester: Summer 2015
 Submitted by: Dr. Gregory Marsh

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	1,301	1,742	618	3,661
Post-Bach	675	54	25	754
Master's	2,841	559	252	3,652
Doctoral-Research	200	111	24	335
Doctoral-Professional	6	-	11	17
Total	5,023	2,466	930	8,419

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

Table 2
 SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	26,862	2,239	28,467	2,372
Master's	44,880	4,987	44,883	4,987
Doctoral-Research	2,731	455	2,731	455
Doctoral-Professional	-	-	-	-
Total	74,473	7,680	76,081	7,814

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

TSUS Certified Enrollment Report: Universities

Institution: Sam Houston State University
 Term or Semester: Summer 2015
 Submitted by: Office of Institutional Effectiveness

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate		6,095	2	6,097
Post-Bach		87	-	87
Master's	-	1,503	-	1,503
Doctoral-Research	-	255	-	255
Doctoral-Professional	-	-	-	-
Total	-	7,940	2	7,942

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

Table 2
 SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	41,274	3,440	42,450	3,538
Master's	9,348	1,039	9,348	1,039
Doctoral-Research	1,030	172	1,030	172
Doctoral-Professional	-	-	-	-
Total	51,652	4,650	52,828	4,748

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

TSUS Certified Enrollment Report: Universities

Institution: Sul Ross State University - Rio Grande College
 Term or Semester: Summer 2015
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	-	448	-	448
Post-Bach	-	22	-	22
Master's	-	100	-	100
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	570	-	570

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

Table 2
 SCH and Full-Time Student Equivalent

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	3,417	285	3,417	285
Master's	747	83	747	83
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	4,164	368	4,164	368

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

TSUS Certified Enrollment Report: Universities

Institution: Sul Ross State University - Alpine
 Term or Semester: Summer 2015
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	-	435	-	435
Post-Bach	-	37	-	37
Master's	-	409	-	409
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	881	-	881

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

Table 2
 SCH and Full-Time Student Equivalent

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	2,892	241	2,892	241
Master's	3,007	334	3,007	334
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	5,899	575	5,899	575

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

TSUS Certified Enrollment Report: Universities

Institution: Texas State University
 Term or Semester: Summer 2015
 Submitted by: Tami Rice

Table 1
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	485	9,616	281	10,382
Post-Bach	31	266	10	307
Master's	244	1,378	99	1,721
Doctoral-Research	-	159	-	159
Doctoral-Professional	-	120	-	120
Total	760	11,539	390	12,689

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

Table 2
 SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	61,362	5,114	65,540	5,462
Master's	10,335	1,148	10,335	1,148
Doctoral-Research	596	99	596	99
Doctoral-Professional	1,278	142	1,278	142
Total	73,571	6,503	77,749	6,851

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

TSUS Certified Enrollment Report: State/Technical Colleges

Institution: Lamar State College - Orange
 Term or Semester: Summer 2015
 Submitted by: Bishar Sethna

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	807	153,248	1,184	154,432	5,696	66	5,762	480

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

Table 2
 Continuing Education Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Previous Term	229	11,059	37
Current Term	316	8,831	29

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

TSUS Certified Enrollment Report: State/Technical Colleges

Institution: Lamar State College-Port Arthur
 Term or Semester: Summer 2015
 Submitted by: Petra Uzoruo

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	638	115,248	1,984	117,232	4,710	97	4,807	401

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

Table 2
 Continuing Education Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Previous Term	267	37,069	124
Current Term	514	144,158	481

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

TSUS Certified Enrollment Report: State/Technical Colleges

Institution: Lamar Institute of Technology
 Term or Semester: Summer 2015
 Submitted by: David Mosley

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	763	134,624	928	135,552	5,287	56	5,343	445

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

Table 2
 Continuing Education Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Previous Term	1,207	36,757	123
Current Term	1,071	35,712	119

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

TSUS: INFORMATIONAL: Preliminary Enrollment Report Comparison Certified Fall 2014 vs Preliminary 2015

Preliminary Enrollment Report Comparison Certified Fall 2014 vs Preliminary 2015 for the Texas State University System components are preliminary and the certified enrollments for Fall 2015 will be reviewed at the February 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 Fall 2014 vs. Preliminary Fall 2015

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

Institution		Fall 2014	Fall 2015	% Change
Lamar	Headcount	14,452	14,668	1.5%
	SCH	137,925	131,023	-5.0%
	FTSE	9,806	9,220	-6.0%
Sam Houston	Headcount	19,573	20,107	2.7%
	SCH	229,673	239,902	4.5%
	FTSE	15,617	16,299	4.4%
Sul Ross-Total	Headcount	2,906	3,075	5.8%
	SCH	27,185	29,597	8.9%
	FTSE	1,899	2,058	8.4%
<i>Sul Ross-Rio Grand</i>	<i>Headcount</i>	<i>1,009</i>	<i>1,048</i>	<i>3.9%</i>
	<i>SCH</i>	<i>6,915</i>	<i>7,667</i>	<i>10.9%</i>
	<i>FTSE</i>	<i>478</i>	<i>530</i>	<i>10.8%</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,897</i>	<i>2,027</i>	<i>6.9%</i>
	<i>SCH</i>	<i>20,270</i>	<i>21,930</i>	<i>8.2%</i>
	<i>FTSE</i>	<i>1,421</i>	<i>1,529</i>	<i>7.6%</i>
Texas State	Headcount	36,739	38,006	3.4%
	SCH	440,711	458,338	4.0%
	FTSE	29,974	31,144	3.9%
Lamar-IT	Headcount	2,708	3,044	12.4%
	SCH	27,490	31,484	14.5%
	FTSE	2,017	2,099	4.0%
	Contact	613,680	689,424	12.3%
Lamar-O	Headcount	2,259	2,329	3.1%
	SCH	21,392	21,694	1.4%
	FTSE	1,372	1,446	5.4%
	Contact	427,024	435,872	2.1%
Lamar-PA	Headcount	2,078	1,787	-14.0%
	SCH	19,038	16,687	-12.3%
	FTSE	1,276	1,112	-12.8%
	Contact	386,976	342,688	-11.4%
Total	Headcount	80,715	83,016	2.9%
	SCH	903,414	928,725	2.8%
	FTSE	61,961	63,379	2.3%
	Contact	1,427,680	1,467,984	2.8%

Note: Preliminary report does not include continuing education data.

Texas State University System Preliminary Enrollment Report
Fall 2015

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

Institution		Undergrad	Master's	Doctoral- Research	Doctoral- Professional	Post-Bach	Total
Lamar	Headcount	9,189	4,317	307	24	831	14,668
	SCH	104,862	24,171	1,753	237	-	131,023
	FTSE	6,991	2,014	195	20	-	9,220
Sam Houston	Headcount	17,446	2,266	276	-	119	20,107
	SCH	223,832	14,701	1,369	-	-	239,902
	FTSE	14,922	1,225	152	-	-	16,299
Sul Ross-Total	Headcount	2,208	719	-	-	148	3,075
	SCH	24,499	5,098	-	-	-	29,597
	FTSE	1,633	425	-	-	-	2,058
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>822</i>	<i>164</i>	<i>-</i>	<i>-</i>	<i>62</i>	<i>1,048</i>
	<i>SCH</i>	<i>6,560</i>	<i>1,107</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>7,667</i>
	<i>FTSE</i>	<i>437</i>	<i>92</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>530</i>
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,386</i>	<i>555</i>	<i>-</i>	<i>-</i>	<i>86</i>	<i>2,027</i>
	<i>SCH</i>	<i>17,939</i>	<i>3,991</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>21,930</i>
	<i>FTSE</i>	<i>1,196</i>	<i>333</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,529</i>
Texas State	Headcount	33,504	3,460	350	119	573	38,006
	SCH	426,880	27,783	2,300	1,375	-	458,338
	FTSE	28,459	2,315	256	115	-	31,144
Lamar-IT	Headcount	3,044	-	-	-	-	3,044
	SCH	31,484	-	-	-	-	31,484
	FTSE	2,099	-	-	-	-	2,099
	Contact	689,424	-	-	-	-	689,424
Lamar-O	Headcount	2,329	-	-	-	-	2,329
	SCH	21,694	-	-	-	-	21,694
	FTSE	1,446	-	-	-	-	1,446
	Contact	435,872	-	-	-	-	435,872
Lamar-PA	Headcount	1,787	-	-	-	-	1,787
	SCH	16,687	-	-	-	-	16,687
	FTSE	1,112	-	-	-	-	1,112
	Contact	342,688	-	-	-	-	342,688
Total	Headcount	69,507	10,762	933	143	1,671	83,016
	SCH	849,938	71,753	5,422	1,612	-	928,725
	FTSE	56,663	5,979	602	134	-	63,379
	Contact	1,467,984	-	-	-	-	1,467,984

Note: Preliminary report does not include continuing education data.

TSUS Preliminary Enrollment Report: Universities

Institution: Lamar University
 Term or Semester: Fall 2015
 Submitted by: Dr. Gregory Marsh

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	9,189
Post-Bach	831
Master's	4,317
Doctoral-Research	307
Doctoral-Professional	24
Total	14,668

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	104,862	6,991
Master's	24,171	2,014
Doctoral-Research	1,753	195
Doctoral-Professional	237	20
Total	131,023	9,220

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: Fall 2015
 Submitted by: Office of Institutional Effectiveness

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	17,446
Post-Bach	119
Master's	2,266
Doctoral-Research	276
Doctoral-Professional	-
Total	20,107

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	223,832	14,922
Master's	14,701	1,225
Doctoral-Research	1,369	152
Doctoral-Professional	-	-
Total	239,902	16,299

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: Fall 2015
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	822
Post-Bach	62
Master's	164
Doctoral-Research	-
Doctoral-Professional	-
Total	1,048

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	6,560	437
Master's	1,107	92
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	7,667	530

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: Fall 2015
 Submitted by: John D. Jones

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	1,386
Post-Bach	86
Master's	555
Doctoral-Research	-
Doctoral-Professional	-
Total	2,027

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	17,939	1,196
Master's	3,991	333
Doctoral-Research	-	-
Doctoral-Professional	-	-
Total	21,930	1,529

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: Fall 2015
 Submitted by: Tami Rice

Table 1
 Unduplicated Headcount

Level	Total
Undergraduate	33,504
Post-Bach	573
Master's	3,460
Doctoral-Research	350
Doctoral-Professional	119
Total	38,006

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	426,880	28,459
Master's	27,783	2,315
Doctoral-Research	2,300	256
Doctoral-Professional	1,375	115
Total	458,338	31,144

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 State College-Port Arthur
Term or Semester: Fall 2015
Submitted by: Petra Uzoruo

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	1,787	342,688	16,687	1,112

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: Fall 2015
Submitted by: Bishar Sethna

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	2,329	435,872	21,694	1,446

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

TSUS Preliminary Enrollment Report: State/Technical Colleges

Institution: Lamar Institute of Technology
Term or Semester: Fall 2015
Submitted by: David Mosley

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

Level	Headcount	Contact Hours	SCH	FTSE
Undergraduate	3,044	689,424	31,484	2,099

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

**Texas State University System
Academic Affairs**

CONSENT ITEMS

Consent Items

N. TSUS: CONSENT: Out Of Country Study Programs

O. TSUS: CONSENT: Curriculum Changes

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

Recommendation

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

Background

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

LAMAR UNIVERSITY

Out-of-Country Study Report AY 2015-2016

Location: Hilmsen, Germany
Course Number and Title: ARTS-4392 Study Abroad: Sculpture in Germany
Dates of Travel: July 24 – August 15, 2016
Instructor: Mr. Kurt Dyrhaug, Professor, Department of Art
Credit for Course: 3 Semester Credit Hours

Location: Athens, Meteora, Parga, and Nafplion, Greece
Course Number and Title: GEOL-4301 Geography of Tourism
Dates of Travel: March 10 – 20, 2016 (Spring Break)
Instructor: Dr. Sarah Schwartz, Visiting Assistant Professor, Earth and Space Sciences
Credit for Course: 3 Semester Credit Hours
Special Note: Study abroad component is part of Spring semester course offered on campus at Lamar University. Alternative arrangements will be made for students enrolled for the course but unable to travel to Greece.

Location: Reykjavik, Snæfellsjökull, Heimaey, and Skaftafell, Iceland
Course Number and Title: GEOL-1403 Physical Geology
Dates of Travel: July 27 – August 6, 2016
Instructor: Ms. Carla Tucker, Instructor, Earth and Space Sciences
Credit for Course: 4 Semester Credit Hours
Special Note: Course will meet on the Lamar University campus for two weeks prior to departure for Iceland. This arrangement allows students to complete the full four-credits of course content during the summer term.

Location: Reykjavik, Snæfellsjökull, Heimaey, and Skaftafell, Iceland
Course Number and Title: GEOL-4301 Geography of Iceland
Dates of Travel: July 27 – August 6, 2016
Instructor: Dr. Sarah Schwartz, Visiting Assistant Professor, Earth and Space Sciences
Credit for Course: 3 Semester Credit Hours

Location: London, England, UK
Course Number and Title: THEA-1375 International Performance
Dates of Travel: May 23 - June 1, 2016
Instructor: Mr. Brian LeTraunik, Instructor, Department of Theatre and Dance
Credit for Course: 3 Semester Credit Hours

Sam Houston State University

Faculty-Led Study Abroad Programs 2016

Location: Argentina and Chile
Course Number and Title: AGRI 4369: Special Topics in Agriculture: International Agriculture
Dates of Travel: June 5 - June 17, 2016
Instructor: Dr. Robert Lane
Credit for Course: 3

Location: Argentina and Chile
Course Number and Title: AGRI 5369: Special Topics in Advanced Agriculture: International Agriculture
Dates of Travel: June 5 - June 17, 2016
Instructor: Dr. Robert Lane
Credit for Course: 3

Location: Argentina and Chile
Course Number and Title: AGRI 4369: Special Topics in Agriculture: International Animal Production
Dates of Travel: June 5 - June 17, 2016
Instructor: Dr. Marcy Beverly
Credit for Course: 3

Location: Argentina and Chile
Course Number and Title: AGRI 5369: Special Topics in Advance Agriculture: International Animal Production
Dates of Travel: June 5 - June 17, 2016
Instructor: Dr. Marcy Beverly
Credit for Course: 3

Location: Belize: San Pedro Colombia
Course Number and Title: BESL 4088: Special Topic in Bilingual/ESL Education:
Dates of Travel: May 14 – June 3, 2016
Instructor: Dr. Alma L. Contreras-Vanegas
Credit for Course: 3

Location: Belize: San Pedro Colombia
Course Number and Title: BESL 6088: Special Topics in International Studies
Dates of Travel: May 14 – June 3, 2016
Instructor: Dr. Burcu Ates and Dr. Helen Berg
Credit for Course: 3

Location: China: Beijing
Course Number and Title: MGMT 4320: International Field Studies in Management
Dates of Travel: June 1 – June 27, 2016
Instructor: Dr. Hiranya K. Nath
Credit for Course: 3

Location: China: Beijing
Course Number and Title: ECON 4360: International Field Studies in Economics
Dates of Travel: June 1 – June 27, 2016
Instructor: Dr. Hiranya K. Nath
Credit for Course: 3

Location: Costa Rica: San Jose
Course Number and Title: BIOL 4080: Field and Experiential Biology: Medicine and Psychology Clinical Practicum
Dates of Travel: May 14 – June 4, 2016
Instructor: Dr. Anne Gaillard
Credit for Course: 3

Location: Costa Rica: San Jose
Course Number and Title: BIOL 4080: Field and Experiential Biology: Medicine and Psychology Clinical Practicum
Dates of Travel: May 14 – June 4, 2016
Instructor: Dr. Chad Hargrave
Credit for Course: 3

Location: Costa Rica: San Jose
Course Number and Title: HLTH 4395: Special Topics in Health
Dates of Travel: May 8 – May 28, 2016
Instructor: Dr. Miguel Zuniga
Credit for Course: 3

Location: Costa Rica: Santa Ana
Course Number and Title: SPAN 2311: Intermediate Spanish I
Dates of Travel: May 27 – June 29, 2016
Instructor: Dr. Frieda Koeninger
Credit for Course: 3

Location: Costa Rica: Santa Ana
Course Number and Title: SPAN 2312: Intermediate Spanish II
Dates of Travel: May 27 – June 29, 2016
Instructor: Dr. Frieda Koeninger
Credit for Course: 3

Location: Costa Rica: Santa Ana
Course Number and Title: SPAN 3369: Conversational Spanish II
Dates of Travel: May 27 – June 29, 2016
Instructor: Dr. Debra Andrist
Credit for Course: 3

Location: Costa Rica: Santa Ana
Course Number and Title: SPAN 4370: Selected Topics in Literature, Language, & Culture: Literature & Society in Costa Rica
Dates of Travel: May 27 – June 29, 2016
Instructor: Dr. Debra Andrist
Credit for Course: 3

Location: Costa Rica: Santa Ana
Course Number and Title: SPAN 4375: Individual Readings in Spanish
Dates of Travel: May 27 – June 29, 2016
Instructor: Dr. Debra Andrist
Credit for Course: 3

Location: Costa Rica: San Jose
Course Number and Title: NURS 4030: Community Nursing
Dates of Travel: May 22 – June 11, 2016
Instructor: Dr. Linda James
Credit for Course: 3

Location: Italy: Rome, Florence
Course Number and Title: ARTS 4019: Undergraduate Seminar in Art: Narratively
Dates of Travel: May 17 – May 26, 2016
Instructor: Dr. Michael Henderson
Credit for Course: 3

Location: Italy: Rome, Florence
Course Number and Title: ARTS 4019: Undergraduate Seminar in Art: Art in Rome and Florence
Dates of Travel: May 17 – May 26, 2016
Instructor: Dr. Melissa Mednicov
Credit for Course: 3

Location: Japan: Tokyo
Course Number and Title: ECON 4360: International Field Studies in Economics
Dates of Travel: June 3 – June 30, 2016
Instructor: Dr. Mark Frank
Credit for Course: 3

Location: Japan: Tokyo
Course Number and Title: ECON 4385: Special Topics in Economics: Japan
Dates of Travel: June 3 – June 30, 2016
Instructor: Dr. Mark Frank
Credit for Course: 3

Location: Mexico: Yucatan, Chiapas, Oaxaca, and Mexico City
Course Number and Title: HIST 3388: Public History
Dates of Travel: June 1 – June 24, 2016
Instructor: Dr. Jeff Littlejohn
Credit for Course: 3

Location: Mexico: Yucatan, Chiapas, Oaxaca, and Mexico City
Course Number and Title: HIST 3399: Special Topics in History: History of Mesoamerica
Dates of Travel: June 1 – June 24, 2016
Instructor: Dr. Charles Heath
Credit for Course: 3

Location: Puerto Rico:
Course Number and Title: BIOL 4096: Special Topics in Undergraduate Biology: Field Herpetology
Dates of Travel: July 12 – August 2, 2016
Instructor: Dr. Juan D. Daza
Credit for Course: 3

Location: Puerto Rico:
Course Number and Title: BIOL 5394: Special Topics in Graduate Biology: Field Herpetology
Dates of Travel: July 12 – August 2, 2016
Instructor: Dr. Juan D. Daza & Dr. Patrick Lewis
Credit for Course: 3

Location: Spain: La Mancha, Toledo
Course Number and Title: SPAN 3380: Spanish Culture and Civilization
Dates of Travel: May 31 – July 2, 2016
Instructor: Dr. Enrique Mallen
Credit for Course: 3

Location: Spain: La Mancha, Toledo
Course Number and Title: SPAN 4365: Pablo Picasso & Spanish Art
Dates of Travel: May 31 – July 2, 2016
Instructor: Dr. Enrique Mallen
Credit for Course: 3

Location: Spain: La Mancha, Toledo
Course Number and Title: SPAN 4375: Individual Readings in Spanish
Dates of Travel: May 31 – July 2, 2016
Instructor: Dr. Enrique Mallen
Credit for Course: 3

Location: Spain: Valencia
Course Number and Title: CIEE 3374: Human Growth and Learning
Dates of Travel: June 3 – June 24, 2016
Instructor: Dr. Karla Eidson
Credit for Course: 3

Location: Spain: Valencia
Course Number and Title: CIEE 4385: Creating Environments for Learning in Elementary Schools
Dates of Travel: June 3 – June 24, 2016
Instructor: Dr. Karla Eidson
Credit for Course: 3

Location: Thailand: Chiang Mai, Khon Kaen, Phayo
Course Number and Title: HLTH 4395: Special Topics in Health: Thailand Culture and Healthcare
Dates of Travel: May 8 – May 28, 2016
Instructor: Dr. Anne Stiles
Credit for Course: 3

Location: United Arab Emirates: Dubai
Course Number and Title: MKTG 4385: Special Topics in Marketing: Business in the Middle East
Dates of Travel: December 9 – 21, 2016
Instructor: Dr. Ifran Ahmed
Credit for Course: 3

Location: United Kingdom/France: London/Paris
Course Number and Title: HONR 3332: Honors Seminar in the Humanities: The Essence of the City from Medieval to Modern—London and Paris
Dates of Travel: May 15 – 27, 2016
Instructor: Dr. Kim Bell and Dr. Tracy Bilsing
Credit for Course: 3

**SAM HOUSTON STATE UNIVERSITY
OUT-OF-COUNTRY FACULTY-LED STUDY ABROAD PROGRAMS
ANNUAL REPORT FOR SUMMER & WINTERBREAK 2015**

Program	Country	Courses Offered	Hours of Credit	Number of Students	Instructors	Cost to University	Cost to Student
Art	France & Italy	ARTS 4019.01	3	10	M. Henderson	2031	2924
Art	France & Italy	ARTS 4019.02	3	11	M. Mednicov	2331	2924
Bilingual Education – Language, Literacy and Special Populations	Italy	BESL 4302	3	9	B. Ates	0	3520
Biology	Zimbabwe	BIOL 4096.02	3	10	M. Thies	140	3870
Biology	Zimbabwe	BIOL 4096.03	3	10	J. Wozniak	0	3870
Chemistry	Germany, France	CHEM 3361	3	11	R. White	3122	4447
Criminal Justice	Italy	CRIJ 4377	3	13	W. Oliver	0	1975
Curriculum & Instruction	Spain, France, Italy	CIEE 4336	3	26	K. Eidson	0	3500
Curriculum & Instruction	Spain, France, Italy	CISE 4364	3	10	L. Brown	0	3500
Curriculum & Instruction	Spain, France, Italy	CISE 4377	3	10	L. Brown	0	3500
Curriculum & Instruction	Spain, France, Italy	CIEE 4385	3	21	K. Eidson	0	3500
Economics	Japan	ECON 4360	3	15	M. Frank	3000	1441
Economics	Japan	ECON 4380	3	15	M. Frank	3000	1441
Family & Consumer Sciences	Germany, France	FACS 3350	3	2	V. Browning-Keen	3122	4447
French	France	FREN 2311	3	6	S. Edwin	1716	1545
French	France	FREN 2312	3	6	S. Edwin	1716	1545
French	France	FREN 4370	3	3	S. Edwin	1716	2170
Honors College	Zimbabwe	HONR 4375	3	11	P. Lewis	1435	5398
Spanish	Costa Rica	SPAN 2311	3	12	F. Koeninger	1212	2360
Spanish	Costa Rica	SPAN 2312	3	12	F. Koeninger	1212	2360
Spanish	Costa Rica	SPAN 3369	3	7	D. Andrist	1212	2360
Spanish	Costa Rica	SPAN 4370	3	8	D. Andrist	1212	2360
Spanish	Spain	SPAN 3380	3	10	E. Mallen	0	2903
Spanish	Spain	SPAN 4075	3	3	E. Mallen	0	2903
Spanish	Spain	SPAN 4365	3	14	E. Mallen	0	2903

**SAM HOUSTON STATE UNIVERSITY
OUT-OF-COUNTRY FACULTY-LED STUDY ABROAD PROGRAMS
ANNUAL REPORT FOR SUMMER & WINTERBREAK 2015**

The following courses which were originally submitted, were cancelled, and thus not included in this report:

Brazil: GEOG 4075

Costa Rica: BIOL 4096, NURS 4030

Italy: BESL 2301, BESL 3301, TESL 3303

Thailand: NURS 3620, NURS 4030

U.S. (HI): HIST 5378, HIST 6394

The following courses have not taken place as of the date of submission of this report and are not included as final costs are unknown:

United Arab Emirates: MKTG 4080

Final costs for this course will be reported on 2016 report.

Sul Ross State University

Out of State/Country Study Courses - SRSU

None to report

Location:

Course Numbers and Titles:

Dates of Study:

Dates of Travel:

Instructor:

Credit for course:

SUL ROSS STATE UNIVERSITY
 OUT-OF-COUNTRY/OUT-OF-STATE STUDY PROGRAMS
 ANNUAL REPORT FOR SPRING SEMESTER 2015 THROUGH SUMMER SESSION 2015

Program	Country	Course(s) Offered	Hours of Credit	Number of Students	Instructor(s)	Cost to University	Cost to Students
Business Administration Spring 2015	Switzerland, Italy, French Riviera	GBA 4350	3	4	Dr. Pamela Marett	\$0.00	\$3500.00
Business Administration Spring 2015	Switzerland, Italy, French Riviera	ECO 5304	3	1	Dr. Pamela Marett	\$0.00	\$3500.00

Texas State University
Out-of-Country Study Programs

Spring and Summer 2016 Study Abroad Program Proposals

Location: San José and Biological Reserves, Costa Rica
Course Number and Title: BIO 4319: Biological Resources: Conservation and Planning
BIO 4350O: Tropical Ecology and Conservation
Dates of Travel: July 16, 2016 – July 30, 2016
Instructor: Dr. Noland Martin

Location: Prague, Czech Republic
Course Number and Title: FIN 4395: Independent Study in Finance
Dates of Travel: May 27, 2016 – June 19, 2016
Instructor: Dr. Ken Moon

Location: Prague, Czech Republic
Course Number and Title: ACC 3365: Cost/Managerial Accounting
Dates of Travel: May 27, 2016 – June 19, 2016
Instructor: Mrs. Ludmila Krylova

Location: Quito and Biological Reserves, Ecuador
Course Number and Title: BIO 4350O: Tropical Ecology and Conservation
BIO 4350P: Tropical Ecology and Conservation Lab
BIO 5350O: Tropical Ecology and Conservation
BIO 5350P: Tropical Ecology and Conservation Lab
BIO 7214: Collaborative Research
BIO 7402: Molecular Field Techniques
Dates of Travel: July 10, 2016 – August 12, 2016
Instructor: Dr. Shawn McCracken

Location: Accra, Ghana
Course Number and Title: SOWK 3339: Topics in Social Work
SOWK 4360: Directed Study in Social Work
SOWK 5339: Topics in Social Work
SOWK 5360: Directed Study in Social Work
Dates of Travel: June 5, 2016 – June 28, 2016
Instructor: Dr. Rose Pulliam

Location: Dublin, Ireland
Course Number and Title: POSI 4302: Legal Theories and Research
POSI 4379: Independent Study
POSI 4397: Research in Public Administration
POSI 5330: Problems in Public Law
POSI 5386: Legal Theory and Analysis
POSI 5398: Directed Reading and Research
Dates of Travel: June 9, 2016 – July 1, 2016
Instructor: Dr. Walter Wright

Location: Florence, Italy
 Course Number and Title: ARTS 4308D: Natural and Human Environment of Italy
 Dates of Travel: May 24, 2016 – June 22, 2016
 Instructor: Mr. Barry Stone

Location: Florence, Italy
 Course Number and Title: ARTH 4311: Italian Art
 Dates of Travel: May 24, 2016 – June 22, 2016
 Instructor: Dr. Kathryn Moore

Location: Sorrento, Italy
 Course Number and Title: HON 3391W: Service Learning: A Study Abroad Course
 HON 3397H: International Culture Course
 HON 4391: Honors Independent Study
 ITAL 1410: Beginning Italian I
 ITAL 1420: Beginning Italian II
 ITAL 2310: Intermediate Italian I
 ITAL 2320: Intermediate Italian II
 ITAL 3308: Advanced Grammar & Composition
 Dates of Travel: July 9, 2016 – August 7, 2016
 Instructor: Dr. Moira Di Mauro-Jackson

Location: Tuscany, Italy
 Course Number and Title: GEO 4310: Regional Field Studies
 GEO 4390: Independent Study
 GEO 5308: Regional Field Studies
 GEO 5390: Independent Study
 GEO 7308: Advanced Regional Field Studies
 GEO 7390: Independent Study
 Dates of Travel: May 28, 2016 – June 25, 2016
 Instructor: Dr. Colleen Hiner

Location: México City, México
 Course Number and Title: ARTH 4321W: Contemporary Art
 ARTS 4308S: Mapping the City
 Dates of Travel: July 5, 2016 – August 4, 2016
 Instructor: Mr. Mark Menjivar

Location: Querétaro, México
 Course Number and Title: SPAN 2310: Intermediate Spanish I
 SPAN 2320: Intermediate Spanish II
 SPAN 4390: Studies in Spanish Culture, Language or Literature
 Dates of Travel: May 29, 2016 – July 3, 2016
 Instructor: Dr. Sergio Martínez

Location: Rotterdam, The Netherlands
 Course Number and Title: GEO 4310: Regional Field Studies
 GEO 4336: Transportation Systems
 POSI 4322: Public Policy Formulation
 POSI 4397: Research in Public Administration
 POSI 5340: Problems in American Public Policy
 POSI 7320: Research Practicum
 Dates of Travel: June 28, 2016 – July 12, 2016
 Instructor: Dr. Willard Fields

Location: Panama City, Panama
Course Number and Title: HON 3394V: Universal Human Rights: A Global Perspective
SOWK 3339: Topics in Social Work
SOWK 4360: Directed Study in Social Work
SOWK 5339: Topics in Social Work
SOWK 5360: Directed Study in Social Work
Dates of Travel: June 12, 2016 – June 26, 2016
Instructor: Dr. Christine Norton

Location: Panama City, Panama
Course Number and Title: CI 3332: Foundation of Bilingual and ESL Education
CI 4360: Methods and Material for Teaching ESL in the Content
HON 3391W: Service Learning: A Study Abroad Course
HON 3397H: International Culture Course
HON 4391: Honors Independent Study
RDG 5331: Literacy Methods for Linguistically and Culturally
Diverse Students
RDG 5370A: New Literacies
RDG 6330: Language Acquisition and Development for Literacy
Instruction
Dates of Travel: June 12, 2016 – June 26, 2016
Instructor: Dr. Minda Lopez

Location: Alcalá, Spain
Course Number and Title: POSI 4331: Minority Politics
Dates of Travel: January 11, 2016 – March 18, 2016
Instructor: Dr. Thomas Longoria

Location: London and Newcastle, United Kingdom
Course Number and Title: CDIS 4301: Advanced Independent Study
CDIS 5350: Multicultural Issues in Communication Disorders
CDIS 5390: Seminar in Communication Disorders
Dates of Travel: July 23, 2016 – August 6, 2016
Instructor: Dr. Celeste Domsch

Location: London and Newcastle, United Kingdom
Course Number and Title: CDIS 4301: Advanced Independent Study
Dates of Travel: July 23, 2016 – August 6, 2016
Instructor: Ms. Lori Stiritz

TSUS: Course Additions, Deletions and Changes

Recommendation

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

COMPONENT	COURSE ADDITONS	COURSE DELETIONS	COURSE CHANGES
Lamar University	9	1	0
Sul Ross State University - RGC	17	0	1
Texas State University	172	152	0
Lamar Institute of Technology	5	0	0
Lamar State College Orange	1	0	0

Background

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

CURRICULUM INVENTORY REPORT

Lamar University

November 2015

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
COLLEGE OF ARTS AND SCIENCES				
COLLEGE OF BUSINESS				
Management & Marketing	2	0	0	2
COLLEGE OF EDUCATION				
COLLEGE OF ENGINEERING				
Industrial Engineering	7	0	0	7
COLLEGE OF FINE ARTS AND COMMUNICATION				
Speech and Hearing Sciences	0	1	0	-1
TOTAL	9	1	0	8

COLLEGE OF BUSINESS

Management & Marketing

ADDITIONS

MGMT 5325 Global Logistics
MGMT 5335 Intermodal Systems

COLLEGE OF ENGINEERING

Industrial Engineering

ADDITIONS

INEN 5302 Introduction to Port Management
INEN 5304 Risk Analysis in Port Operations
INEN 5306 Port Logistics Modeling
INEN 5307 Capital Projects
INEN 5308 Safety, Health, Security, and Environment in Ports and Terminals
INEN 5309 Managing the Port Estate
INEN 5310 Port Engineering Management

COLLEGE OF FINE ARTS AND COMMUNICATION

Speech & Hearing Sciences

DELETION

SPHS 5308 Neuropathologies II

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	5	0	1	5
Subtotal	5	0	1	5
****DEPARTMENT OF HUMANITIES ****				
<u>Program:</u>				
History	5	0	0	5
Subtotal	5	0	0	5
****NATURAL & BEHAVIORAL SCIENCES****				
<u>Program:</u>				
Biology	7	0	0	7
Subtotal	7	0	0	7
TOTAL	17		1	17

RIO GRANDE COLLEGE

Department of Education

ADDITIONS

- EDUC 6326 Advanced Strategies in Couples and Family Counseling
- EDUC 6327 Marriage, Divorce and Family Mediation
- EDUC 6331 Advanced Strategies in Play Therapy
- EDUC 6364 Counseling and Human Sexuality
- EDUC 6352 Community Treatment Planning & Mental Health Advocacy

CHANGES

- EDUC 6320 Substance Use, Abuse and Addiction

Department of Humanities

ADDITIONS

- HST 5301 Ancient Civilization and Culture: Readings and Research
- HST 5306 Latin American History: Readings and Research
- HST 5307 Modern Europe, 1750-Present: Readings and Research
- HST 5311 United States History, 1600-1865: Readings and Research
- HST 5314 United States History, 1865-Present: Readings and Research

Department of Natural & Behavioral Sciences

ADDITIONS

- BIOL 5301 Biogeography
- BIOL 5303 Evolutionary Biology
- BIOL 5305 Physiological Ecology
- BIOL 5307 Understanding the Human Body
- BIOL 5309 Comparative Vertebrate Biology
- BIOL 5311 Principles of Systematics
- BIOL 5313 Special Topics

Texas State University

Curriculum Changes
Effective Fall 2016

COLLEGE/ACADEMIC UNIT	ADDITIONS	DELETIONS	CHANGES	NET ADDITIONS/ DELETIONS
<u>COLLEGE OF APPLIED ARTS</u>				
Family and Consumer Sciences	7	2	0	5
<u>McCOY COLLEGE OF BUSINESS</u>				
<u>ADMINISTRATION</u>				
Dean, Business Administration	1	0	0	1
Computer Information Systems and Quantitative Methods	1	1	0	0
Management	1	1	0	0
<u>COLLEGE OF EDUCATION</u>				
Counseling, Leadership, Adult Education and School Psychology	7	0	0	7
Health and Human Performance	5	19	0	-14
<u>COLLEGE OF FINE ARTS AND COMMUNICATION</u>				
Art and Design	2	2	0	0
Communication Studies	4	0	0	4
Journalism and Mass Communication	2	2	0	0
Music	17	6	0	11
<u>COLLEGE OF HEALTH PROFESSIONS</u>				
Clinical Laboratory Science	2	2	0	0
Health Administration	0	23	0	-23
<u>COLLEGE OF LIBERAL ARTS</u>				
Geography	5	2	0	3
Modern Languages	1	1	0	0
Philosophy	14	2	0	12
Political Science	85	78	0	7
<u>COLLEGE OF SCIENCE AND ENGINEERING</u>				
Biology	4	4	0	0
Chemistry and Biochemistry	2	0	0	2
Computer Science	2	6	0	-4
Engineering	10	0	0	10
Engineering Technology	0	1	0	-1
TOTAL	172	152	0	20

Texas State University

Curriculum Changes Effective Fall 2016

COLLEGE OF APPLIED ARTS

School of Family and Consumer Sciences

ADDITIONS:

CA 2341 Digital Applications in Consumer Finance

CA 3351 Consumer Financial Management I

CA 3352 Consumer Financial Management II

FCS 4344 Instructional Management for Family and Consumer Sciences

FM 2336 Introduction to Merchandising Technology

NUTR 5372 Advances in Nutrition Policy and Ethics

NUTR 5374 Advanced Nutrition and Genetics

DELETIONS:

NUTR 5302H Advanced Nutrition and Genetics

NUTR 5302I Advances in Nutrition Policy and Ethics

MCCOY COLLEGE OF BUSINESS ADMINISTRATION

ADDITION:

BA 2310 Introduction to Business in a Global Environment

Department of Computer Information Systems and Quantitative Methods

ADDITION:

QMST 3339 Introduction to Data Mining

DELETION:

QMST 4373B Advanced Data Mining

Department of Management

ADDITION:

MGT 4353 Integrative Field Project

DELETION:

MGT 4390M Integrative Field Project

COLLEGE OF EDUCATION

Department of Counseling, Leadership, Adult Education and School Psychology

ADDITIONS:

ADED 7346 Adult and Nontraditional Students in Higher Education

COUN 5330 Assessment Applications in Child & Adolescent Counseling

COUN 5375 Intermediate Methods in School Counseling

COUN 5380 Introduction to Animal-Assisted Therapy

SPSY 5355 Assessment of Culturally and Linguistically Diverse Students

SPSY 5356 Psycholinguistics of Second Language Acquisition

SPSY 5382 Program Evaluation in School Psychology

Department of Health and Human Performance

ADDITIONS:

AT 2397 Clinical Experience in Athletic Training I

AT 2398 Clinical Experience in Athletic Training II

ESS 5354 Developmental Sports Education I

ESS 5355 Developmental Sports Education II

PFW 1301 Social and Behavioral Dimensions of Physical Fitness and Wellness

DELETIONS:

AT 2497 Clinical Experience in Athletic Training I

AT 2498 Clinical Experience in Athletic Training II

HED 4340 Principles of Community Health Education and Promotion

PFW 1180A Beginning Jazz

PFW 1180B Intermediate Jazz

Texas State University

Curriculum Changes Effective Fall 2016

PFW 1180C Advanced Jazz
PFW 1180D Beginning Ballet
PFW 1180E Intermediate Ballet
PFW 1180G Beginning Modern Dance
PFW 1180H Intermediate Modern Dance
PFW 1180I Advanced Modern Dance
PFW 1190E Lifeguard Training
REC 4318A Military Recreation
REC 4318B Campus Recreation
REC 4318D Leisure and Aging
REC 5355 Introduction to Therapeutic Recreation
REC 5365 Practices and Interventions in Therapeutic Recreation
REC 5375 Assessment and Documentation in Therapeutic Recreation
REC 5385 Principles of Therapeutic Recreation

COLLEGE OF FINE ARTS AND COMMUNICATION

School of Art and Design

ADDITIONS:

ARTH 4314 Art and Politics
ARTT 2372 Learning and Digital Media

DELETIONS:

ARTH 4321M Art and Politics
ARTT 3374 Learning and Digital Media

Department of Communication Studies

ADDITIONS:

COMM 5312 Intercultural Communication
COMM 5313 Relational Communication
COMM 5314 Seminar in Family Communication
COMM 5333 Health Communication

School of Journalism and Mass Communication

ADDITIONS:

MC 5328 Digital Video Production
MC 5329 Media Systems in Latin America

DELETIONS:

MC 5304R Digital Video Production
MC 5304X Media Systems in Latin America

School of Music

ADDITIONS:

MU 4260 Vocal Pedagogy II: Methods
MU 5316 Opera History
MU 5318 Song Literature
MU 5331 Vocal Pedagogy I: Voice Science
MU 5332 Vocal Pedagogy II: Methods
MU 5352 Foundations of Musicology
MU 5358 Advanced Musicianship
MU 5359 Post-Tonal Music Analysis
MU 5361 Methods and Methodologies of Music Analysis
MU 5362 Instrumental Pedagogy I
MU 5363 Instrumental Pedagogy II: Teaching Internship
MU 5364 Intelligent Music Teaching
MUSE 3027 Jazz Seminar
MUSP 4130 Applied Keyboard

Texas State University

Curriculum Changes Effective Fall 2016

MUSP 4140 Applied Woodwind
MUSP 4160 Applied String
MUSP 4180 Applied Composition

DELETIONS:

MU 5375B Opera History and Literature
MU 5375D Methodologies of Music Analysis
MU 5375E Song Literature
MU 5375G Vocal Pedagogy and Materials
MU 5375H Post-Tonal Music Analysis
MU 5375I Advanced Musicianship

COLLEGE OF HEALTH PROFESSIONS

Clinical Laboratory Science Program

ADDITIONS:

CLS 4333 Bridge to Clinical Practice
CLS 4364 CLS Clinical Practice II

DELETIONS:

CLS 4227 Introduction to Clinical Practice
CLS 4464 CLS Clinical Practice II

School of Health Administration

DELETIONS:

HA 4311 Cost Accounting for Healthcare Organizations
HHR 5111 Independent Study in Healthcare Human Resources
HHR 5191 Field Experience and Thesis Orientation
HHR 5307 Trends and Issues in Healthcare Human Resources
HHR 5311 Independent Study in Healthcare Human Resources
HHR 5322 Human Resource Development in the Health Sciences
HHR 5326 Designing Training Programs
HHR 5328 Organizational Development in Healthcare Human Resources
HHR 5350 Human Resource Management in the Health Sciences
HHR 5354 Strategic Leadership in Healthcare Human Resources
HHR 5356 Management of Occupational Health and Safety
HHR 5358 Human Resources Systems and Metrics
HHR 5372 Healthcare Labor Relations and Labor Law
HHR 5374 Employment Law in Healthcare
HHR 5391 Research Methods in Healthcare Human Resources
HHR 5399A Thesis
HHR 5399B Thesis
HHR 5495 Directed Study in Healthcare Human Resources
HHR 5640 Administrative Practicum
HHR 5840 Administrative Internship
HHR 7335 Internet Based Multimedia Distance Education in Health and Public Service
HP 2351 Application of Computers in the Health Professions
HR 7375 Aquatic Health Ecology and Human Disease

COLLEGE OF LIBERAL ARTS

Department of Geography:

ADDITIONS:

GEO 4424 GPS and GIS
GEO 5393 Topics in Geography
GEO 5393A Qualitative Methods
GEO 5393B Biogeography in Mountain Environments
GEO 5424 GPS and GIS

Texas State University

Curriculum Changes Effective Fall 2016

DELETIONS:

GEO 4324 GPS and GIS
GEO 5324 GPS and GIS

Department of Modern Languages

ADDITION:

GER 3310 German Phonetics

DELETION:

FR 4350B German Expressionist Cinema

Department of Philosophy

ADDITIONS:

PHIL 4327 Bioethics

PHIL 5305 Philosophical Writing

PHIL 5340 Philosophy of Logic

REL 2350 Mediterranean and European Religions

REL 3330 Religious Controversy in America

REL 3335 Cults and New Religious Movements

REL 3361 Topics in Comparative Religions

REL 3361A Religion and Film

REL 3361B Mysticism

REL 3361C Philosophical Issues in Judaism, Christianity, and Islam

REL 3385 Buddhism

REL 5300 Advanced Methods in Religious Studies

REL 5365 Philosophical Issues in Judaism, Christianity, and Islam

REL 5388 Independent Study

DELETIONS:

REL 3364 Abrahamic Religious Traditions

REL 3366 Topics in Comparative Religion

Department of Political Science

ADDITIONS:

LS 5310 Introduction to the Paralegal Profession and Legal Technology

LS 5320 Legal Research

LS 5330 Legal Theories and Analysis

LS 5340 Litigation

LS 5341 Administrative Law

LS 5343 Family Law

LS 5349 Business Organizations

LS 5350 Legal Drafting

LS 5351 Estates and Trusts

LS 5353 Real Estate

LS 5359 Alternative Dispute Resolution

LS 5360 Advanced Litigation

LS 5361 Criminal Law and Procedure

LS 5363 Social Legislation

LS 5370 Advanced Legal Research & Writing

LS 5371 Intellectual Property Law

LS 5373 Contract Law

LS 5379 Issues and Problems in Law

LS 5388 Directed Reading and Research

LS 5389 Law Office Internship

LS 5399 Applied Research Project

PA 5300 Introduction to Public Policy and Administration

PA 5310 Public Finance Administration

PA 5311 Introduction to Statistical Analysis

Texas State University

Curriculum Changes Effective Fall 2016

PA 5312 Program Evaluation and Administrative Statistical Analysis
PA 5313 Public Sector Economics
PA 5314 Public Administration and Information Technology
PA 5315 Public Performance Management
PA 5320 Organizational Theory, Change, and Behavior
PA 5330 Public Personnel Administration
PA 5331 Labor Management Relations
PA 5332 Management Practices in Public Personnel Administration
PA 5340 Introduction to Public Law
PA 5350 Public Policy Processes
PA 5351 Urban Transportation Policy
PA 5352 Comparative Public Administration
PA 5353 Ecology and the Politics of Sustainability
PA 5361 Introduction to the Nonprofit and Voluntary Sector
PA 5362 Alternative Public Service Delivery Systems
PA 5370 Public Management and Ethics
PA 5387 Research Practicum
PA 5388 Directed Reading and Research
PA 5389 Internship in Government
PA 5390 Applied Research Methodology
PA 5397 Research Design and Proposal Development for Public Administration
PA 5398 Applied Research Project
PA 7355 Environmental Policy, Politics, and Law
PS 5100 Instructional Methods Practicum for Graduate Assistants
PS 5300 Foundation Studies in Political Science
PS 5301 Approaches to the Study of Political Science
PS 5302 Political Research and Methodology
PS 5310 Topics in Ancient and Medieval Political Thought
PS 5311 Social Contract Theory
PS 5312 Roots of American Constitutionalism
PS 5313 Justice and Liberty in American Thought
PS 5315 Contemporary Perspectives in Modern Liberalism
PS 5316 The Crisis of Liberalism and The Future of Democracy
PS 5317 Theological Perspectives in Modern Democracy
PS 5318 The Problem of Power and The Crisis of Modernity
PS 5330 Topics in Political Science
PS 5330A Nuclear Weapons in International Politics
PS 5330B Tocqueville's Democracy in America
PS 5332 Problems in American Foreign Relations
PS 5334 Texas Politics
PS 5335 The Role of Interests in America
PS 5336 Property, Liberty, and Popular Sovereignty
PS 5337 American Political Culture
PS 5338 American Political Culture and Discourse
PS 5339 The American Presidency
PS 5340 Congress and the Legislative Process
PS 5341 Seminar in Constitutional Law and Theory
PS 5356 The British Political Order Since 1900
PS 5357 Russian Politics and Josef Stalin
PS 5358 Civil-Military Relations in Comparative Perspective
PS 5360 Economic Development in Developing Nations
PS 5361 Governments and Politics of African States
PS 5375 Seminar in International Relations Theory
PS 5377 Problems in International Organizations
PS 5378 Problems in International Law
PS 5379 Problems in International Political Economy

Texas State University

Curriculum Changes Effective Fall 2016

PS 5380 International Conflict and Security
PS 5389 Internship in Government
PS 5398 Directed Reading and Research
PS 5399A Thesis
PS 5399B Thesis
DELETIONS:
POSI 5100 Practicum in Teaching Political Science
POSI 5300 Topics in Ancient and Medieval Political Thought
POSI 5301 Problems in American Foreign Relations
POSI 5302 Topics in Modern and Contemporary Thought
POSI 5303 Political Research and Methodology
POSI 5306 Foundation Studies in Political Science
POSI 5311 Public Finance Administration
POSI 5312 Public Sector Economics
POSI 5314 Organization Theory
POSI 5315 Problems in Public Personnel Administration
POSI 5316 Labor Management Relations
POSI 5317 Management Practices in Public Personnel Administration
POSI 5318 Public Management and Ethics
POSI 5319 Seminar in Constitutional Law and Theory
POSI 5321 Introduction to Public Policy Administration
POSI 5325 Roots of American Constitutionalism
POSI 5326 Topics in Democratic Theory
POSI 5327 Topics in State and Local Government
POSI 5327A Texas Politics and Administration
POSI 5330 Problems in Public Law
POSI 5333 Ecology and the Politics of Scarcity
POSI 5334 Problems in Quantitative Analysis
POSI 5335 Problems in Research Methodology
POSI 5336 Topics in Public Administration
POSI 5336A Alternative Public Delivery Systems: Privatization and the Third Sector
POSI 5336B Ensuring Public Sector Performance and Deterring/Detecting Fraud
POSI 5336C The Legal Basis of Public Administration
POSI 5337 Social Contract Theory
POSI 5338 The Problem of Power and The Crisis of Modernity
POSI 5339 Contemporary Perspectives in Modern Liberalism
POSI 5340 Problems in American Public Policy
POSI 5341 Seminar in Policy Process
POSI 5343 Seminar in Program Evaluation
POSI 5344 American Culture and Media
POSI 5347 Public Finance Information Systems
POSI 5350 Problems in American Politics
POSI 5352 Theological Perspectives in Modern Democracy
POSI 5353 The Crisis of Liberalism and The Future of Democracy
POSI 5354 Justice and Liberty in American Thought
POSI 5355 Introduction to the Nonprofit and Voluntary Sector
POSI 5358 Contract Law
POSI 5359 Approaches to the Study of Political Science
POSI 5360 Problems in International Politics
POSI 5362 International Conflict and Security
POSI 5364 Problems in International Organizations
POSI 5365 Problems in International Law
POSI 5367 Economic Development in the Third World
POSI 5370 Internship in Government
POSI 5372 Introduction to the Paralegal Profession and Legal Technology
POSI 5373 Issues and Problems in Law

Texas State University

Curriculum Changes Effective Fall 2016

POSI 5374 Intellectual Property Law
POSI 5375 Comparative Public Administration
POSI 5376 Alternative Dispute Resolution
POSI 5377 Criminal Law and Procedure
POSI 5378 Social Legislation
POSI 5379 Legal Drafting
POSI 5380 Problems in International Political Economy
POSI 5381 Advanced Legal Research and Writing
POSI 5382 Seminar in International Relations Theory
POSI 5383 Advanced Litigation
POSI 5384 Topics in Modern Democratic Systems
POSI 5385 Topics in Third World Politics
POSI 5386 Legal Theories and Analysis
POSI 5387 Legal Research
POSI 5388 Applied Legal Research Project
POSI 5389 Law Office Internship
POSI 5390 Administrative Law
POSI 5391 Family Law
POSI 5392 Business Organizations
POSI 5393 Estates and Trusts
POSI 5394 Litigation
POSI 5395 Real Estate
POSI 5397 Applied Research Project
POSI 5398 Directed Reading and Research
POSI 5399A Thesis
POSI 5399B Thesis
POSI 7320 Research Practicum
POSI 7330 Environmental Policy, Politics, and Law

COLLEGE OF SCIENCE AND ENGINEERING

Department of Biology

ADDITIONS:

BIO 7326 Immunobiology
BIO 7342 Virology
BIO 7414 Ecology of Infectious Diseases
BIO 7430 Mycology

DELETIONS:

BIO 5350H Immunobiology
BIO 5350N Virology
BIO 5424B Ecology of Infectious Diseases
BIO 7360W Mycology

Department of Chemistry and Biochemistry

ADDITIONS:

CHEM 4310 Medicinal Chemistry
CHEM 5310 Medicinal Chemistry

Department of Computer Science

ADDITIONS:

CS 3354 Object-Oriented Design and Programming
CS 4372 Introduction to Digital Multimedia

DELETIONS:

CS 4354 Object-Oriented Design and Implementation
CS 4378P Introduction to Digital Multimedia
CS 5333 Advanced Database Systems

Texas State University

Curriculum Changes Effective Fall 2016

CS 5369E Advanced Embedded Computer Systems
CS 5369H Designing, Implementing, and Evaluating E-Commerce Applications
CS 5369P Principles of Programming Languages

Ingram School of Engineering

ADDITIONS:

EE 5398 Topics in Electrical Engineering
EE 5398A Antenna Theory, Design, and Applications
EE 5398B Electronic Materials and Beyond for Sustainable Energy
EE 5398C Multimedia Signal Processing
IE 5398 Topics in Industrial Engineering
IE 5398A Healthcare Systems Engineering
IE 5398B Response Surface Methodologies
MFGE 5398 Topics in Manufacturing Engineering
MFGE 5398A Multiscale Manufacturing
MFGE 5398B Advanced Composite Materials

Department of Engineering Technology

DELETION:

CIM 4320 Issues in Concrete and Construction Industry

**Lamar Institute of Technology
November 2015**

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE	NET ADDITIONS/ DELETIONS
ALLIED HEALTH AND SCIENCES				
Concentration in Science, A.S.				0
BUSINESS TECHNOLOGIES				
Concentration in Computer Information Systems, A.S.	2			2
GENERAL EDUCATION/DEVELOPMENTAL STUDIES				
Concentration in Math, A.A.	3			3
TOTAL	5			5

ALLIED HEALTH AND SCIENCES

Concentration in Science, A.S. (Effective Fall 2016)

BUSINESS TECHNOLOGIES

Concentration in Computer Information Systems, A.S. (Effective Fall 2016)

ADDITIONS

COSC 1437	Programming Fundamentals II	4:3:2
COSC 2436	Programming Fundamentals III	4:3:2

GENERAL EDUCATION/DEVELOPMENTAL STUDIES DEPARTMENT

Concentration in Math, A.S. (Effective Fall 2016)

ADDITIONS

MATH 2312	Pre-Calculus	3:3:0
MATH 2313	Calculus I	3:3:0
MATH 2314	Calculus II	3:3:0

CURRICULUM INVENTORY
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	1	0	0	1
Education & Mathematics Division	0	0	0	0
Health Sciences & Workforce Education Division	0	0	0	0
TOTAL	1	0	0	1

Arts, Humanities, & Social Sciences Division

ADDITIONS

GOVT 2304 Introduction to Political Science

DELETIONS

CHANGES

Education & Mathematics Division

ADDITIONS

DELETIONS

CHANGES

Health Sciences & Workforce Education Division

ADDITIONS

DELETIONS

CHANGES

**Texas State University System
Finance and Audit**

*Alan Tinsley, Chair
David Montagne
Bill Scott*

Action Items

- A. SHSU: Elimination of Waiver of Certain Fees
- B. SHSU: Non-Mandatory Fee Increases
- C. TSUS: Mandatory Tuition & Fees, and Guaranteed Price Plans, Fall 2016 Semester
 - 1. LU: Mandatory Tuition and Fee Increases - Fall 2016 Semester
 - 2. SHSU: Mandatory Tuition and Fee Increases - Fall 2016 Semester
 - 3. SRSU: Mandatory Tuition and Fee Increases – Fall 2016 Semester
 - 4. SRSU-RGC: Mandatory Tuition and Fee Increases – Fall 2016 Semester
 - 5. TXST: Mandatory Tuition and Fee Increases - Fall 2016 Semester
 - 6. LIT: Mandatory Tuition and Fee Increases- Fall 2016 Semester
 - 7. LSCO: Mandatory Tuition and Fee Increase – Fall 2016 Semester
 - 8. LSCPA: Mandatory Tuition and Fee Increases-Fall 2016 Semester
- D. TSUS: Approval of Investment Policy and Adoption of Investment Policy Resolution

Consent Items

- F. TSUS: CONSENT: Travel Reports
- G. TSUS: CONSENT: Foundation Report
- H. TSUS: CONSENT: Operating Budget Adjustments FY 15
 - I. TSUS: CONSENT: Operating Budget Adjustments FY16
- J. TSUS: CONSENT: Statement of Budgeted Fund Balance FY15
- K. TSUS: CONSENT: Status of Implementation of Audit Recommendations
- L. TSUS: CONSENT: Quarterly Investment Report FY15

SHSU: Elimination of Waiver of Certain Fees

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

Sam Houston State University eliminate the current waiver of Recreational Sports Fee, Student Center Fee, and Medical Fee for students who are enrolled exclusively in online distance learning courses.

Explanation

In February of 2002, Sam Houston State University, was authorized to waive the Student Center Fee and the Recreational Sports Fee for all student who were solely enrolled in electronically delivered distance learning classes. Additionally, in August of 2008, SHSU was authorized to waive the medical service fee for the same group of students. These students had “no reasonable expectation of use” as described in Texas Education Code Sec. 54.218. We have determined that these charges are used to support operating costs for areas that benefit all students and/or enhance the educational experience and underlying value of the degrees we offer. We feel it is prudent to eliminate these waivers, as they continue eroding our ability to provide the underlying services. Elimination of this waiver will impact only those students enrolled exclusively in online distance learning courses including in-State and out-of-State students.

Texas State University System
Request for Tuition or Fee Increase

Section

(Submit a separate form for each proposed Tuition or Fee Increase.)

1 Institution Sam Houston State University Effective Date Fall 2016

2 Type of Revenue Eliminate Waivers - Total Waivers \$275
(Rec Sports \$100; Std Center Fee \$100; Med Fee \$75)

(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Supports the increase in and development of university resources and infrastructures that support the intellectual transformation of students by providing services that meet the needs of our students and will increase the customer service provided by the University. SHSU is an inclusive institution that provides high quality education, scholarship, and service to students. Eliminating these waivers will enable SHSU to continue to recruit, motivate, retain qualified students by providing high quality facilities, programs and services as demanded/expected of our student population, which provide students with intellectual, social, ethical and leadership growth. Current revenue budgets are stagnant and expected to decline due to impact of waivers, coupled with increasing operational costs directly related to increase in student participation, and usage of facilities, programs and services. Conversely related to previous notion that online students would not use the facilities/services.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

Only recourse, if waivers are not eliminated, is to cut programs, services, operating hours, inability to upgrade/improve operations, services to students, facilities, no future construction projects related to these areas, etc.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$ -	\$ 275.00	_____	Student	2,568	\$ 706,200.00
Spring	\$ -	\$ 275.00	_____	Student	2,580	\$ 709,500.00
Summer	\$ -	\$ 275.00	_____	Student	3,612	\$ 993,300.00
Total for Fiscal Year						\$ 2,409,000.00

*Based on FY15 100% Online Students only

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	607,000.00
Communications and Utilities	
Repairs and Maintenance	1,802,000.00
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other: Internal Server Hardware	
Other: Software Annual Fees	
Total for Fiscal Year	\$ 2,409,000.00

7 Fiscal Year-End Fund Balances

	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

SHSU: Non-Mandatory Fee Increases

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

Sam Houston State University, effective for the Fall 2016 semester, be authorized to increase the following non-mandatory fees.

Non-Mandatory Fees

1. The University Center Fee (The Woodlands Center)	\$50	\$75	SCH	Fall 2016
2. International Student Study Fee	\$50	\$75	Student	Fall 2016

Explanation

1. This fee increase is necessary to cover debt service. The current fee being charged does not generate enough revenue to cover the underlying debt service of the facility.
2. This fee increase is needed to maintain and improve services provided to our international students. Additional revenues will fund staff support and international student support programs. A part-time staff member to coordinate support services and activities. Enhancement of services to include local transportation, sponsorship of social and cultural events to increase campus engagement, and other efforts to create a “connection to campus community” which is critical to persistence and success.

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Increase.)

1 Institution Sam Houston State University **Effective Date** Fall 2016

2 Type of Revenue University Center Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification This fee increase is necessary to cover debt service. The current fee being charged does not generate enough revenue to cover the underlying debt service of the facility.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
Current revenue generation is insufficient to cover debt service for related facilities.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$50	\$75	50%	SCH	9,777	\$ 244,425
Spring	\$50	\$75	50%	SCH	8,711	\$ 217,775
Summer	\$50	\$75	50%	SCH	3,381	\$ 84,525
Total for Fiscal Year						<u>\$ 546,725</u>

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	_____
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	\$ 546,725
Scholarships	_____
Other - Equipment	_____
Other	_____
Total for Fiscal Year	<u>\$ 546,725</u>

7 Fiscal Year-End Fund Balances

	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Increase.)

1 Institution Sam Houston State University **Effective Date** Fall 2016

2 Type of Revenue International Student Study Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification

In order to maintain and improve the services for our international students, the International Student Study Fee needs to increase from \$50.00 to \$75.00. Current revenue sources are not adequate to provide student support services such as airport pickups, social activities, as well as personnel to run ISO/GAP, International Week, etc. The current office of 6 full-time employees coordinate study abroad, undergrad and grad advising (DSO), international student recruitment, international student activities and services, manage the OIP and English Language Institute, develop partnerships and MOU's with foreign universities, advise staff on all aspects of faculty led programs, keep the budget for all areas, allocate scholarships, and much more.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

Money allocated for travel was reallocated to support these student activities. Money was also taken from the O&M budget. \$20,000 was taken from our fund balance to cover the remaining short falls for the past year.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$50.00	\$75	50%	Student	338	\$ 8,450
Spring	\$50.00	\$75	50%	Student	338	\$ 8,450
Summer I and II	\$50.00	\$75	50%	Student	158	\$ 3,950
Total for Fiscal Year						<u>\$ 20,850.00</u>

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	\$ 10,000
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	\$ 3,000
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other Student Programs	\$ 4,000
Other Student Transportation	\$ 3,850
Total for Fiscal Year	<u>\$ 20,850</u>

7 Fiscal Year-End Fund Balances

	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

TSUS: Mandatory Tuition & Fees, and Guaranteed Price Plans, Fall 2016 Semester

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

The accompanying schedule labeled Mandatory Tuition and Fees – 15 Semester Credit Hours be adopted for component institutions of the Texas State University System, effective for the Fall 2016 semester.

Explanation

The accompanying schedule summarizes each TSUS component institution's proposed undergraduate mandatory tuition and fees schedule based on 15 semester credit hours and the Guaranteed Price Plan, effective the Fall 2016 semester. Following the schedule are descriptions and worksheets supporting each component institution's mandatory tuition and fee changes.

The Guaranteed Price Plan for Fall 2016 maintains the existing methodology, a 12% premium on designated tuition which is based on an estimated 3.95% annual inflation factor. For the Fall 2015, 203 students were enrolled in this plan.

Texas State University System
Mandatory Tuition and Fees - 15 Semester Credit Hours
Fall 2015 and Fall 2016

	Lamar University		Sam Houston State University		Sul Ross State University		Sul Ross State University Rio Grande College		Texas State University	
	Fall 2015	Fall 2016	Fall 2015	Fall 2016	Fall 2015	Fall 2016	Fall 2015	Fall 2016	Fall 2015	Fall 2016
Statutory Tuition	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Designated Tuition	2,700.00	2,790.00	2,481.00	2,481.00	1,875.00	2,100.00	1,170.00	1,282.50	3,018.15	3,124.95
Advising Fee	55.00	55.00	66.00	66.00	-	-	-	-	90.00	90.00
Transportation (Bus) Fee	-	-	-	-	-	-	-	-	95.00	95.00
Computer/Technology	450.00	450.00	450.00	510.00	367.50	367.50	376.80	376.80	240.00	240.00
Environmental Service	-	-	-	-	-	-	-	-	1.00	1.00
ID / One-Card	15.00	15.00	16.00	19.00	-	-	-	-	5.00	5.00
Intercollegiate Athletics	158.70	158.70	270.00	296.25	97.80	157.80	-	-	300.00	300.00
International Education	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	3.00	3.00
Library	240.00	240.00	105.00	105.00	120.00	120.00	30.00	30.00	161.10	191.10
Medical Center	38.00	38.00	75.00	75.00	31.00	31.00	-	-	53.00	53.00
Publication	-	-	-	-	-	-	-	-	8.00	8.00
Records	15.00	15.00	12.00	12.00	12.00	12.00	12.00	12.00	-	-
Recreational Sports	77.00	77.00	100.00	100.00	63.00	81.50	-	-	94.00	94.00
Registration	-	-	-	-	-	-	-	-	-	-
Scholarship Endowment	-	-	-	-	-	-	-	-	-	-
Student Center	100.00	100.00	100.00	100.00	50.00	50.00	-	-	64.00	64.00
Student Service	250.00	250.00	240.00	240.00	238.00	238.00	140.00	140.00	90.00	90.00
Totals	\$ 4,850.70	\$ 4,940.70	\$ 4,667.00	\$ 4,756.25	\$ 3,605.30	\$ 3,908.80	2,479.80	2,592.30	4,972.25	5,109.05
Change		1.86%		1.91%		8.42%		4.54%		2.75%
Guaranteed Price Plan										
Fall 2014 Cohort	\$ 4,970.70		\$ 4,736.00		\$ 3,660.00		\$ 2,508.00		\$ 5,093.00	
Fall 2015 Cohort	\$ 5,174.70		\$ 4,964.72		\$ 3,830.30		\$ 2,620.20		\$ 5,334.43	
Fall 2016 Cohort		5,275.50		\$ 5,053.97		\$ 4,160.80		\$ 2,746.20		\$ 5,484.04

Texas State University System
Mandatory Tuition and Fees - 15 Semester Credit Hours
Fall 2015 and Fall 2016

	Lamar Institute of Technology		Lamar State College - Orange		Lamar State College - Port Arthur	
	Fall 2015	Fall 2016	Fall 2015	Fall 2016	Fall 2015	Fall 2016
Statutory Tuition	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Designated Tuition	1,162.00	1,230.00	1,123.50	1,200.00	1,167.90	1,236.60
Advising Fee	-	-	-	-	-	-
Transportation (Bus) Fee	-	-	-	-	-	-
Computer/Technology	270.00	285.00	270.00	300.00	308.55	308.55
Environmental Service	-	-	-	-	-	-
ID / One-Card	-	-	5.00	5.00	-	-
Intercollegiate Athletics	-	-	-	-	158.70	170.55
International Education	-	-	-	-	-	-
Library	60.00	60.00	40.00	40.00	60.00	60.00
Medical Center	38.00	38.00	-	-	-	-
Publication	-	-	-	-	-	-
Records	-	-	5.00	5.00	5.00	5.00
Recreational Sports	77.00	77.00	-	-	24.00	26.40
Registration	-	-	-	-	-	-
Scholarship Endowment	-	-	-	-	15.00	15.00
Student Center	30.00	30.00	30.00	30.00	27.00	27.00
Student Service	250.00	250.00	180.00	180.00	250.00	250.00
Totals	\$ 2,637.00	\$ 2,720.00	\$ 2,403.50	\$ 2,510.00	\$ 2,766.15	2,849.10
Change		3.15%		4.43%		3.00%

Guaranteed Price Plan Not Applicable

LU: Mandatory Tuition and Fee Increases – Fall 2016 Semester

	From	To	Per	Effective
Designated Tuition	\$180.00	\$186.00	SCH	Fall 2016

Explanation

Designated Tuition

The minimal increase requested will allow Lamar University to partially fund expected cost increases. Expected cost increases include: a potential salary adjustment merit pay pool for eligible faculty and staff; recruiting and retain high quality employees; increases in health care benefits for employees and retirees; additional start-up packages for new faculty, particularly in the STEM fields; conversion of some part-time faculty positions, created to deal with immediate enrollment growth, into full-time tenured and tenure-track positions; and deal with routine inflationary increases in operating budgets. Additional fiscal challenges include the short fall created by the unfunded Hazelwood exemptions mandate. The open student forum was held at the Landes Auditorium in the Galloway Business Building on October 22nd, 2015.

**Texas State University System
Request for Tuition or Fee Increase**

(Submit a separate form for each proposed Tuition or Fee Increase.)

Section

1 Institution Lamar University **Effective Date** Fall 2016

2 Type of Revenue Designated Tuition
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification The proposed increase would generate additional funds needed to help maintain the current level of services and to offset increased unfunded waivers such as Hazlewood.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
LU has eliminated and frozen numerous faculty and staff positions, reduced travel and M&O expenditures, and is investigating opportunities for further cost reductions.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	180	186	3.33%	Per SCH	115,000	\$ 690,000
Spring	180	186	3.33%	Per SCH	103,600	\$ 621,600
Summer	180	186	3.33%	Per SCH	51,800	\$ 310,800
Total for Fiscal Year						\$ 1,622,400

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	\$ 973,440
Payroll Related Costs (e.g., Benefits)	\$ 108,160
Professional Fees and Services	
Travel	\$ 108,160
Materials and Supplies	\$ 81,120
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	\$ 27,040
Debt Service or Interest Expense	
Scholarships	\$ 324,480
Other	
Other	
Total for Fiscal Year	\$ 1,622,400

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	\$ 997,992	\$ 3,361,648	\$ 1,311,938
Designated Fund	\$ 21,425,365	\$ 18,800,162	\$ 14,922,282
Auxiliary Fund	\$ 679,062	\$ (16,170)	\$ 625,259

SHSU: Mandatory Tuition and Fee Increases

Tuition

No Increase

<u>Mandatory Fees</u>	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective</u>
1. Intercollegiate Athletic Fee	\$18	\$19.75	SCH	Fall 2016
2. Technology Fee	\$30	\$34	SCH	Fall 2016
3. Student ID Card Fee	\$16	\$19	Student	Fall 2016

Explanation

1. Intercollegiate Athletics fee increase is necessary to provide for competitive scholarships in all sports. Additionally, this will allow for increased maintenance costs and improvements to athletic facilities to enhance the competitiveness of its varied programs. This increase is contingent upon approval by a majority vote in a general student election scheduled for spring of 2016.
2. Technology fee increase will support acquisition of technology related items and release HEAF funds to address infrastructure and other capital needs.
3. The Student ID card fee increase will provide funding for a full-time employee and will provide funds to cover increased operational costs related to the Student Money Management Center. Remaining funds will be used to cover hardware/software costs related to the upgrades to the ID card system as mentioned in the request for tuition or fee increase form.

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Increase.)

1 Institution Sam Houston State University **Effective Date** Fall 2016

2 Type of Revenue Intercollegiate Athletic Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification

The intercollegiate athletic fee increase is necessary to provide for competitive scholarships in all sports. Additionally, this will allow for increased maintenance costs and improvements to athletic facilities to enhance the competitiveness of its varied programs.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

SHSU athletics maintains low operational costs in comparison to similar programs. Recent changes in student scholarship environment have challenged operating reserves.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$18	\$19.75	9.72%	SCH	230,918	\$ 404,107
Spring	\$18	\$19.75	9.72%	SCH	214,926	\$ 376,121
Summer	\$18	\$19.75	9.72%	SCH	55,166	\$ 96,541
Total for Fiscal Year						\$ 876,768

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	\$ 175,000
Communications and Utilities	
Repairs and Maintenance	\$ 89,768
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	\$ 612,000
Other	
Other	
Total for Fiscal Year	\$ 876,768

7 Fiscal Year-End Fund Balances	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Increase.)

1 Institution Sam Houston State University Effective Date Fall 2016

2 Type of Revenue Technology Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification The technology fee increase will support acquisition of technology related items and release HEAF funds to address infrastructure and other capital needs.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
This is cost reallocation strategy that will release HEAF funds and allow us to continue supporting technology equipment needs.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$30	\$34	13%	SCH	230,918	\$ 923,672
Spring	\$30	\$34	13%	SCH	214,926	\$ 859,704
Summer	\$30	\$34	13%	SCH	55,166	\$ 220,664
Total for Fiscal Year						\$ 2,004,040

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other - Equipment	\$ 2,004,040
Other	
Total for Fiscal Year	\$ 2,004,040

7 Fiscal Year-End Fund Balances

	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

**Texas State University System
Request for Tuition or Fee Increase**

(Submit a separate form for each proposed Tuition or Fee Increase.)

Section

1 Institution Sam Houston State University **Effective Date** Fall 2016

2 Type of Revenue Student ID Card Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification

Supports the increase in and development of university resources and infrastructures that support the intellectual transformation of students by providing services that meet the needs of our students and will increase the customer service provided by the University. This initiative replaced outdated legacy systems on SamMenu and Nell Menu. Annual expenses for the integrated software/support services are progressive and will expand as capabilities in technology increase over time. Fee also covers Student Money Management Center - student financial literacy education program. The student demand for this program has increased by 251% from FY11 to FY15. SHSU student debt is less than the national average and we hope to continue improving that rate through increasing the financial literacy education at SHSU.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

SHSU maintains low operational costs and has staff/student ratio that is below the state average. The Division of Student Services provides employment opportunities for our students, which allows us to keep personnel expenses low. Programs/departments at SHSU are continually reducing expenses whenever possible.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$ 16.00	\$ 19.00	19%	Student	19,573	\$ 58,719.00
Spring	\$ 16.00	\$ 19.00	19%	Student	18,099	\$ 54,297.00
Summer	\$ 16.00	\$ 19.00	19%	Student	7,945	\$ 23,835.00
Total for Fiscal Year						\$ 136,851.00

*Based on FY15 headcount

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	45,000.00
Payroll Related Costs (e.g., Benefits)	14,400.00
Professional Fees and Services	1,500.00
Travel	1,500.00
Materials and Supplies	2,000.00
Communications and Utilities	8,000.00
Repairs and Maintenance	_____
Rentals and Leases	451.00
Printing and Reproduction	2,000.00
Debt Service or Interest Expense	_____
Scholarships	_____
Other: Internal Server Hardware	53,000.00
Other: Software Annual Fees	9,000.00
Total for Fiscal Year	\$ 136,851.00

7 Fiscal Year-End Fund Balances	2015	2014	2013
Education and General Fund	\$ 735,129.58	\$ 1,423,135.99	\$ 2,556,942.67
Designated Fund	\$ 41,170,968.80	\$ 51,999,835.75	\$ 39,038,710.86
Auxiliary Fund	\$ 18,481,232.39	\$ 15,920,703.83	\$ 16,036,750.18

SRSU-Alpine: Mandatory Tuition and Fee Increases – Fall 2016 Semester

	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective</u>
1. Designated Tuition	\$125	\$140	SCH	Fall 2016
2. Athletic Fee	\$6.52	\$10.52	SCH	Fall 2016
3. Recreational Sports	\$63	\$81.50	Student	Fall 2016

Explanation

- 1. Designated Tuition:** Revenue from this fee is used to cover the costs of services, use and/or availability of all or any of the University’s property, activities, operations or other facilities. This fee is used to provide general support for the different budget areas of the University. The University maintains a long term allocation plan for the use of proceeds from this fee. Additional revenue from this increase will be used to provide a pay raise for faculty and staff. 20% of this revenue will be set aside for financial aid and related programs. Student Forums were held on October 7, 8, and 14, 2015 to discuss the proposed increase in this fee and to solicit student input.
- 2. Athletic Fee:** Revenue from this fee is used to supplement the intercollegiate athletic programs. Proceeds from this increase will be used to provide funding to pay debt service on anticipated financing needed to construct a new outdoor recreational sports facility. The summer athletic fee would also increase by \$4 to \$8.50 per SCH. Student Forums were held on October 7, 8, and 14, 2015 to discuss the proposed increase in this fee and to solicit student input. A student election was held on October 20, 2015. The majority of the students participating voted in favor of the increase.
- 3. Recreational Sports:** Revenue from this fee is used to fund the operations of the Recreational Sports Center and related activities. Proceeds from this increase will be used to provide funding to pay debt service on anticipated financing needed to construct a new outdoor recreational sports facility. The summer recreational sports fee would also increase by \$9.25 to \$40.75 per summer session. Student Forums were held on October 7, 8, and 14, 2015 to discuss the proposed increase in this fee and to solicit student input. A student election was held on October 20, 2015. The majority of the students participating voted in favor of the increase.

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Sul Ross State University - Alpine Effective Date Fall 2016

2 Type of Revenue Designated Tuition
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification A \$15 increase in the Designated Tuition rate is being requested for SRSU-Alpine. This increase is approximately 12% over the amount of the Fall 2015 rate. Overall cost increase to students taking 15 SCH will be 8.42%. These funds are utilized to support general university operations including personnel, technology, utilities, and maintenance and operations across all fund groups. Added revenue from this fee increase will be used to help provide a pay raise to faculty and staff. In addition, 20% of this revenue is set aside for financial aid and related programs.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
Staffing has remained constant with each vacancy requiring justification and approval by the Executive Council, utilities costs have been reduced through the full completion of the central boiler replacement, travel and M&O budgets have been maintained at constant levels, and faculty staff pay raises have been modest. Faculty and staff salaries have remained low when compared to the other state higher education institutions.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	125	140	12.0%	SCH	20,285	\$ 304,275.00
Spring	125	140	12.0%	SCH	18,400	\$ 276,000.00
Summer I	125	140	12.0%	SCH	2,981	\$ 44,715.00
Summer II	125	140	12.0%	SCH	2,260	\$ 33,900.00
Total for Fiscal Year					43,926	\$ 658,890.00

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	\$ 458,358
Payroll Related Costs (e.g., Benefits)	\$ 68,754
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other - Financial Aid Set Aside	\$ 131,778
Other	
Total for Fiscal Year	\$ 658,890

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	\$ 1,929,016	\$ 960,486	\$ 1,454,149
Designated Fund	\$ 5,659,272	\$ 5,744,151	\$ 4,653,096
Auxiliary Fund	\$ 1,440,054	\$ 1,476,869	\$ 1,784,533

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Sul Ross State University - Alpine Effective Date Fall 2016

2 Type of Revenue Athletic Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification A \$4 increase in the Athletic Fee is being requested for SRSU-Alpine. This increase is approximately 61% over the amount of the Fall 2015 rate. Overall cost increase to students taking 15 SCH will be 8.42%. These funds are utilized to support the intercollegiate athletic sports and related programs. Added revenue from this fee increase will be used to help pay debt service on bonds/financing needed to construct an outdoor multipurpose recreational sports facility. This facility will assist the athletic programs by providing a multifunctional practice and workout

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

The proposed facility will provide the athletics program with a modern practice facility available on a year round basis with little maintenance required. The cost as anticipated and projected is minimal and will utilize as much of the existing infrastructure as possible.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	6.52	10.52	61.3%	SCH	20,285	\$ 81,140.00
Spring	6.52	10.52	61.3%	SCH	18,400	\$ 73,600.00
Summer I	6.52	10.52	61.3%	SCH	2,981	\$ 11,924.00
Summer II	6.52	10.52	61.3%	SCH	2,260	\$ 9,040.00
Total for Fiscal Year					43,926	\$ 175,704.00

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	_____
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	\$ 175,704
Scholarships	_____
Other - Financial Aid Set Aside	_____
Other	_____
Total for Fiscal Year	\$ 175,704.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 1,929,016	\$ 960,486	\$ 1,454,149
Designated Fund	\$ 5,659,272	\$ 5,744,151	\$ 4,653,096
Auxiliary Fund	\$ 1,440,054	\$ 1,476,869	\$ 1,784,533

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Sul Ross State University - Alpine Effective Date Fall 2016

2 Type of Revenue Recreational Sports
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification An \$18.50 increase in the Recreational Sports Fee is being requested for SRSU-Alpine. This fee is assessed on a per semester basis. This increase is approximately 29.4% over the amount of the Fall 2015 rate. Overall cost increase to students taking 15 SCH will be 8.42%. These funds are utilized to support operations of the Graves Pierce Recreational Sports Center and related activities including personnel, equipment, maintenance and operations, and programming. Added revenue from this fee increase will be used to help pay debt service on bonds/financing needed to construct an outdoor multipurpose recreational sports facility.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

The proposed facility will provide the recreational sports program with a modern facility available for student use on a 24/7/365 basis with little maintenance required. Outdoor sports facilities currently available are minimal. Multiple intramural activities are planned for the facility. The cost as anticipated and projected is minimal and will utilize as much of the existing infrastructure as possible.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	63	81.5	29.4%	Student	1,897	\$ 35,094.50
Spring	63	81.5	29.4%	Student	1,798	\$ 33,263.00
Summer I	31.5	40.75	29.4%	Student	686	\$ 6,345.50
Summer II	31.5	40.75	29.4%	Student	567	\$ 5,244.75
Total for Fiscal Year					4,948	\$ 79,947.75

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	_____
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	\$ 79,948
Scholarships	_____
Other - Financial Aid Set Aside	_____
Other	_____
Total for Fiscal Year	\$ 79,948

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 1,929,016	\$ 960,486	\$ 1,454,149
Designated Fund	\$ 5,659,272	\$ 5,744,151	\$ 4,653,096
Auxiliary Fund	\$ 1,440,054	\$ 1,476,869	\$ 1,784,533

SRSU-RGC: Mandatory Tuition and Fee Increases – Fall 2016 Semester

	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective</u>
1. Designated Tuition	\$78	\$85.5	SCH	Fall 2016

Explanation

- 1. Designated Tuition:** Revenue from this fee is used to cover the costs of services, use and/or availability of all or any of the University's property, activities, operations or other facilities. This fee is used to provide general support for the different budget areas of the University. The University maintains a long term allocation plan for the use of proceeds from this fee. Additional revenue from this increase will be used primarily to provide a pay raise for faculty and staff. 20% of this revenue will be set aside for financial aid and related programs. Public hearings were held on October 6, 2015 to discuss the proposed increase in this fee and to solicit student input.

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Sul Ross State University - RGC **Effective Date** Fall 2016

2 Type of Revenue Designated Tuition
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification A \$7.50 increase in the Designated Tuition rate is being requested for SRSU-RGC. This increase is approximately 9.6% over the amount of the Fall 2015 rate. Overall cost increase to students taking 15 SCH will be 4.54%. These funds are utilized to support general university operations including personnel, technology, utilities, and maintenance and operations across all fund groups. Added revenue from this fee increase will be used to provide a pay raise to faculty and staff. In addition, 20% of this revenue is set aside for financial aid and related programs.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

Staffing has remained constant with each vacancy requiring justification and approval by the Executive Council, lease space will be evaluated for the possibility of reducing either the cost or the amount of space leased. Faculty and staff salaries have remained low when compared to the other state higher education institutions. SRSU-RGC has made enhancements to its distance learning capabilities with the intent of providing more instruction via distance learning. M&O budgets have been maintained at

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	78	85.5	9.6%	SCH	7,347	\$ 55,102.50
Spring	78	85.5	9.6%	SCH	7,288	\$ 54,660.00
Summer I	78	85.5	9.6%	SCH	2,139	\$ 16,042.50
Summer II	78	85.5	9.6%	SCH	1,812	\$ 13,590.00
Total for Fiscal Year					18,586	<u>\$ 139,395.00</u>

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	\$ 96,970
Payroll Related Costs (e.g., Benefits)	\$ 14,546
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other - Financial Aid Set Aside	\$ 27,879
Other	
Total for Fiscal Year	<u>\$ 139,395</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$ 704,675	\$ 468,704	\$ 930,958
Designated Fund	\$ 2,465,032	\$ 2,504,816	\$ 2,026,134
Auxiliary Fund	\$ 890,194	\$ 899,862	\$ 942,980

TXST: Mandatory Tuition and Fee Increases – Fall 2016 Semester

	From	To	Per	Effective
Designated Tuition	\$201.21	\$208.33	SCH	Fall 2016
Library Fee	\$10.74	\$12.74	SCH	Fall 2016

Explanation

These changes will result in a combined 2.75% increase to Texas State University tuition and fees, and are being proposed only after careful and thoughtful deliberation.

Designated Tuition

The \$7.12 increase in designated tuition for fall 2016 will generate approximately \$6,322,560 in new revenue over the course of the year. This will be budgeted as follows:

Salaries and Wages	\$3,755,022
Payroll Related Costs (e.g. Benefits)	\$619,156
New Faculty Positions, Benefits and Startup	\$1,000,000
Financial Aid Set Aside	\$948,384

Pursuant to Education Code 54.0513(f), a public hearing will be held on October 28th, 2015.

Library Fee

The \$2.00 per semester hour increase in the library fee is expected to generate approximately \$1,776,000 in new revenue for the fiscal year. These funds will be used to support a portion of the debt service associated with the renovation and modernization of the Alkek Library. This new revenue will fund nearly half of the roughly \$50 million cost for the renovation, new construction, infrastructure upgrades and modernization of the library.

In recognition of Texas State University's ongoing commitment to student affordability and access, the proposed increase is essentially the minimum amount deemed necessary to avoid having to reduce services to our students, to the central Texas region and to the State at large while continuing to uphold our mission and continue making progress towards achieving National Research University status.

**Texas State University System
Request for Tuition or Fee Change**

1 Institution Texas State University **Effective Date** Fall 2016

2 Type of Revenue Designated Tuition

3 Justification These changes are being proposed only after careful and thoughtful deliberation. The need for this increase is brought about due to a number of factors outside of the control of the university. Just a handful of those outside forces, including increases to the cost of retiree health insurance and the impact of the Hazlewood act on our tuition revenue, combine to place a drain in excess of \$5 million on University resources next year that did not exist when planning for this year.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

We considered delaying the employment of faculty but to do so would make it nearly impossible to meet the class demand of our growing student body. We considered cutting academic and administrative departments' operating budgets, but with an 3.4% increase in enrollment, that is not practical.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	201.21	208.33	0.03539	SCH	421,710	\$3,002,575
Spring	201.21	208.33	0.03539	SCH	387,258	\$2,757,277
Summer	201.21	208.33	0.03539	SCH	79,032	\$562,708
Total for Fiscal Year	201.21	208.33	0.03539	SCH	888,000	<u>\$6,322,560</u>

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Salaries and Wages	\$3,755,020
Payroll Related Costs (e.g., Benefits)	\$619,156
Faculty positions, benefits, and start up package	\$1,000,000
Financial Aid Set Aside	<u>\$948,384</u>
Total for Fiscal Year	<u>\$6,322,560</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$3,425,761	\$2,855,576	\$1,844,918
Designated Fund	\$85,780,426	\$83,912,716	\$79,595,319
Auxiliary Fund	\$58,464,016	\$48,267,145	\$46,466,227

**Texas State University System
Request for Tuition or Fee Change**

1 Institution Texas State University **Effective Date** Fall 2016

2 Type of Revenue Library Fee

3 Justification Texas State University is seeking approval for a \$2.00 increase in Library Fee for Fall 2016. The increase will be used for debt service for constructing the Learning Commons and off-site research and archives repository as well as infrastructure renovations.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

Reductions would jeopardize our pursuit of Association of Research Libraries status. Increasing usage of the Library by a growing student body preclude reducing any budgets funded by this fee.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$10.74	\$12.74	0.18622	SCH	421,710	\$843,420
Spring	\$10.74	\$12.74	0.18622	SCH	387,258	\$774,516
Summer	\$10.74	\$12.74	0.18622	SCH	79,032	\$158,064
Total for Fiscal Year	\$10.74	\$12.74	0.18622	SCH	888,000	\$1,776,000

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Debt Service or Interest Expense	\$1,776,000
Total for Fiscal Year	\$1,776,000

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	\$3,425,761	\$2,855,576	\$1,844,918
Designated Fund	\$85,780,426	\$83,912,716	\$79,595,319
Auxiliary Fund	\$58,464,016	\$48,267,145	\$46,466,227

LIT – Mandatory Tuition and Fee Increases – Fall 2016 Semester

<u>Fee</u>	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective Date</u>
Designated Tuition	\$77.47	\$82	SCH	Fall 2016
Technology Service Fee	\$18	\$19	SCH	Fall 2016

Explanation

Designated Tuition Fee: Lamar Institute of Technology proposes to increase its Designated Tuition Fee to generate additional funds to maintain the current levels of support for the academic instructional programs and support services. The financial aid set aside of 15% is required in this increase. A public hearing is scheduled for October 28, 2015.

Technology Service Fee: Lamar Institute of Technology has not increased the Technology Service Fee since 2011. The additional revenue will help support the ongoing upgrades on campus and the annual hardware and software increased costs.

**Texas State University System
Request for Tuition or Fee Change**

1 Institution **Lamar Institute of Technology** **Effective Date** **Fall 2016**

2 Type of Revenue **Designated Tuition**
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Increase requested to cover additional needs in operational and instructional budgets.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
 Cost reduction initiatives include program equipment purchases out of grant funds. Postponing the hiring of full time faculty and a new salary schedule for faculty and staff to provide modest raises.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	77.47	82	5.85%	SCH	27,775	125,821
Spring	77.47	82	5.85%	SCH	25,435	115,221
Summer I	77.47	82	5.85%	SCH	3,690	16,716
Summer II	77.47	82	5.85%	SCH	1,653	7,488
Total for Fiscal Year						265,245

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	159,147
Payroll Related Costs (e.g., Benefits)	53,049
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	13,262
Other _Required set aside	39,787
Other	
Total for Fiscal Year	265,245

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	663,435	1,150,374	1,014,068
Designated Fund	5,721,650	5,901,135	5,704,882
Auxiliary Fund	3,420,550	2,786,032	2,140,996

**Texas State University System
Request for Tuition or Fee Change**

1 Institution **Lamar Institute of Technology** **Effective Date** **Fall 2016**

2 Type of Revenue **Technology Service Fee**
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Requested increase for ongoing upgrades and support for Technology.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
 Costs have been reduced by working with a company to look at monthly phone and internet service to cut overpaying and unnecessary service.
 Technology staff positions were reviewed and part time staff not needed were eliminated.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	18	19	5.56%	SCH	27,775	27,775
Spring	18	19	5.56%	SCH	25,435	25,435
Summer I	18	19	5.56%	SCH	3,690	3,690
Summer II	18	19	5.56%	SCH	1,653	1,653
Total for Fiscal Year						58,553

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	_____
Communications and Utilities	58,553
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other _____	_____
Other _____	_____
Total for Fiscal Year	58,553

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	663,435	1,150,374	1,014,068
Designated Fund	5,721,650	5,901,135	5,704,882
Auxiliary Fund	3,420,550	2,786,032	2,140,996

LSC-O: Mandatory Tuition and Fee Increase – Fall 2016 Semester

<u>Fee</u>	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective</u>
Designated Tuition	\$74.90	\$80.00	SCH	Fall 2016
Computer Use Fee	\$18.00	\$20.00	SCH	Fall 2016

Explanation

Lamar State College – Orange requests authorization to increase the tuition and fee listed above effective Fall 2016. The overall Tuition and Mandatory Fee cost increase to full time students as a result of this change is 4.43%.

Designated Tuition: Designated Tuition provides general support for the operations of the college supplementing the E & G activities. A financial set aside of 15% is required. The proposed increase generates additional funds to improve support for the academic instructional programs, support services, utilities and funding for faculty development. A public hearing is scheduled for October 29, 2015 to discuss the proposed tuition and fee increases and solicit student input.

Computer Use Fee: Lamar State College – Orange has not increased the computer use fee in five years. Computer technology and internet bandwidth costs continue to escalate. Contracted maintenance of software costs increase a minimum of three percent per year. This fee increase allows additional resources to pay increased costs and less reliance on other sources of funds to supplement IT related expense.

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Lamar State College-Orange Effective Date Fall 2016

2 Type of Revenue Designated Tuition
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Designated tuition increase is requested to fund increased costs for flood insurance, system component charges, utilities and faculty development.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
Delays in filling critical positions and reducing budgeted travel are some cost reduction initiatives that have been implemented.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	74.9	80	7%	SCH	19,172	97,777
Spring	74.9	80	7%	SCH	17,233	87,888
Summer I	74.9	80	7%	SCH	5,715	29,147
Summer II						
Total for Fiscal Year						214,812

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	20,000
Materials and Supplies	10,000
Communications and Utilities	152,590
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other __Set Aside_____	32,222
Other _____	_____
Total for Fiscal Year	214,812

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	158,137	941,980	1,198,088
Designated Fund	10,176,141	8,968,862	8,358,941
Auxiliary Fund	3,304,788	3,018,926	2,706,127

Texas State University System
Request for Tuition or Fee Change

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Lamar State College-Orange Effective Date Fall 2016

2 Type of Revenue Computer Use Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Computer use fee increase is requested to fund increased IT costs. Campus is migrating to new web based version of Banner which will result in increased costs. Maintenance costs for multiple required software products escalates 3-5% per year.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
Campus IT department has reduced some costs of maintenance of software via expanded use of learning Management System.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	18	20	11%	SCH	19,172	38,344
Spring	18	20	11%	SCH	17,233	34,466
Summer I	18	20	11%	SCH	5,715	11,430
Summer II						
Total for Fiscal Year						84,240

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	
Travel	
Materials and Supplies	
Communications and Utilities	12,000
Repairs and Maintenance	72,240
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	
Other	
Other	
Total for Fiscal Year	84,240

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	158,137	941,980	1,198,088
Designated Fund	10,176,141	8,968,862	8,358,941
Auxiliary Fund	3,304,788	3,018,926	2,706,127

LSC-PA: Mandatory Tuition and Fee Increases-Fall 2016 Semester

	<u>From</u>	<u>To</u>	<u>Per</u>	<u>Effective</u>
1 Designated Tuition	77.86	82.44	SCH	Fall 2016
2 Athletic Fee	10.58	11.37	SCH	Fall 2016
3 Recreational Sports Fee	24.00	26.40	Student	Fall 2016

Explanation

Lamar State College-Port Arthur proposes to increase its Designated Tuition, Athletic Fee, and Recreational Sports Fee per the criteria proposed by System Office instructions. The overall Tuition and Fee cost increase to students as a result of these changes is 3% beginning with the Fall 2016 semester, generating \$262,950 in new revenue.

1. Designated Tuition: Lamar State College Port Arthur proposes to increase its Designated Tuition rate to fund the costs of the college’s services and operations which include supplementing E&G activities and provide general support for various areas campus wide. The financial aid set aside of 15% is required with this fee. A public hearing on the proposed designated tuition increase is scheduled for October 27, 2015.
2. Athletic Fee: The increase is necessary so the on-going operations of the athletic department can continue to be self-supporting. Additional funds are needed to remain competitive and support the college’s athletic activities. The last student approved vote was for the assessment of the Athletic Fee held on October 22nd and 23rd, 2007 at the Student Center.
3. Recreational Sports Fee: The revenue from this fee will be used to fund the daily operations and services which are currently being supplemented with designated funds.

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Lamar State College Port Arthur **Effective Date** Fall 2016

2 Type of Revenue Designated Tuition
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Lamar State College Port Arthur is seeking approval for a \$4.58 increase in Designated Tuition per SCH beginning with the Fall 2016 semester. The increase will be used to fund the cost of the college's services and operations, supplement educational and general activities and provide general support for various areas campus wide.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

Lamar State College Port Arthur has eliminated and frozen numerous faculty and staff positions. Across the board operating budgets cuts were implemented in FY2015 and carried over into FY2016. Processes are being evaluated for the purpose of improving efficiencies campus wide.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A) x Col E</i>
Fall	77.86	82.44	5.88%	SCH	20,547	\$ 94,105.26
Spring	77.86	82.44	5.88%	SCH	18,932	\$ 86,708.56
Summer I	77.86	82.44	5.88%	SCH	5,174	\$ 23,696.92
Summer II	77.86	82.44	5.88%	SCH	2,347	\$ 10,749.26
Total for Fiscal Year						\$ 215,260.00

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	145,064.00
Professional Fees and Services	
Travel	
Materials and Supplies	20,000.00
Communications and Utilities	
Repairs and Maintenance	
Rentals and Leases	
Printing and Reproduction	
Debt Service or Interest Expense	
Scholarships	10,316.50
Other _____ Set Aside	30,949.50
Other _____	
Total for Fiscal Year	206,330.00

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	2,044,221	823,007	449,505
Designated Fund	1,570,919	2,487,478	2,177,102
Auxiliary Fund	404,626	416,303	553,974

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Lamar State College Port Arthur **Effective Date** Fall 2016

2 Type of Revenue Athletic Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Lamar State College Port Arthur is seeking approval for a \$.79 increase in the Athletic Fee beginning with the Fall 2016 semester. The increase is needed so the on-going operations can continue to be self-supporting. The Athletic operating budget was severely cut in FY2015, so additional funds are needed to remain competitive and support the college's athletic activities.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?
In FY 2015, the Athletic budget was cut in half to bring expenses in line with the Athletic Fee collected. Scholarships and some operating expenses in FY 2016 were raised through fundraising activities.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	10.58	11.37	7.47%	SCH	20,547	\$ 16,232.13
Spring	10.58	11.37	7.47%	SCH	18,932	\$ 14,956.28
Summer I	10.58	11.37	7.47%	SCH	5,174	\$ 4,087.46
Summer II	10.58	11.37	7.47%	SCH	2,347	\$ 1,854.13
Total for Fiscal Year						\$ 37,130.00

6 Expenditure Plan
(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	15,000.00
Materials and Supplies	22,130.00
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other _____	_____
Other _____	_____
Total for Fiscal Year	37,130.00

7 Fiscal Year-End Fund Balances	2014	2013	2012
Education and General Fund	2,044,221	823,007	449,505
Designated Fund	1,570,919	2,487,478	2,177,102
Auxiliary Fund	404,626	416,303	553,974

**Texas State University System
Request for Tuition or Fee Change**

Section

(Submit a separate form for each proposed Tuition or Fee Change.)

1 Institution Lamar State College Port Arthur **Effective Date** Fall 2016

2 Type of Revenue Recreational Fee
(Designated Tuition, Student Service Fee, Athletic Fee, Residence Hall Rent, Meal Plan, Laboratory Fee, etc.)

3 Justification Lamar State College Port Arthur is seeking approval for a \$2.40 increase in the Recreational Sports Fee beginning with the Fall 2016 semester. We have not increased this fee since Fall 2007. The increase is needed so the on-going operations can become self-supporting. Currently designated tuition is used to cover the operating expenses not supported by the fee collection.

4 What Cost-Reduction Initiatives did your Institution consider before deciding to request the increase?

In our efforts to continue to offer the use of our recreational sports center, an increase is necessary due to other budgetary constraints on designated tuition.

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	24	26.40	10.00%	Student	1,800	\$ 4,320.00
Spring	24	26.40	10.00%	Student	1,800	\$ 4,320.00
Summer I	24	26.40	10.00%	Student	600	\$ 1,440.00
Summer II	24	26.40	10.00%	Student	200	\$ 480.00
Total for Fiscal Year						<u>\$ 10,560.00</u>

6 Expenditure Plan

(Indicate how your institution plans to apply the revenue change to your annual budget)

Cost of Goods Sold	_____
Salaries and Wages	_____
Payroll Related Costs (e.g., Benefits)	_____
Professional Fees and Services	_____
Travel	_____
Materials and Supplies	10,560.00
Communications and Utilities	_____
Repairs and Maintenance	_____
Rentals and Leases	_____
Printing and Reproduction	_____
Debt Service or Interest Expense	_____
Scholarships	_____
Other _____	_____
Other _____	_____
Total for Fiscal Year	<u>10,560.00</u>

7 Fiscal Year-End Fund Balances

	2014	2013	2012
Education and General Fund	2,044,221	823,007	449,505
Designated Fund	1,570,919	2,487,478	2,177,102
Auxiliary Fund	404,626	416,303	553,974

TSUS: Approval of Investment Policy and Adoption of Investment Policy Resolution

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

- a. The Investment Policy for Operating Funds and Endowment Funds dated November 2015 be approved:

- b. and the accompanying Resolution to Acknowledge Review of Investment Policies be adopted.

Explanation

The Texas Public Funds Investment Act requires annual Board of Regents' adoption of the investment policy of the Texas State University System and requires the Board to adopt a written instrument by rule, order, ordinance or resolution indicating it has reviewed the investment policy.

BOARD OF REGENTS
of
THE TEXAS STATE UNIVERSITY SYSTEM

Austin, Texas

**RESOLUTION TO ACKNOWLEDGE
REVIEW OF INVESTMENT POLICIES AND STRATEGY**

WHEREAS, The Texas Public Funds Investment Act requires that the investment policies and strategies of each University System and its components be annually reviewed by its governing board; and

WHEREAS, the law also requires the governing body to adopt a written instrument stating that it has reviewed the investment policies and strategies;

NOW THEREFORE BE IT RESOLVED that the Texas State University System Board of Regents, by issuance of this Resolution, hereby approves the Investment Policy for Operating Funds and Endowment Funds of the Texas State University System and its components as presented November 12, 2015;

and

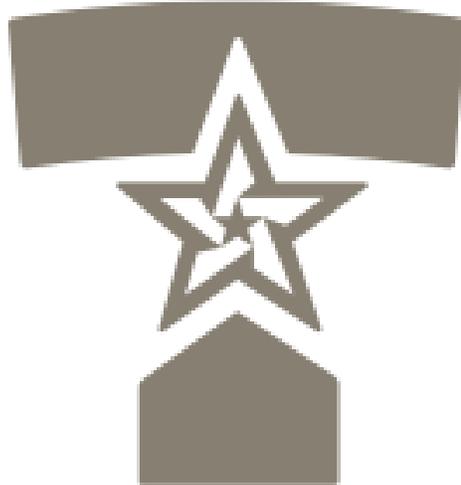
BE IT FURTHER RESOLVED that a copy of this resolution be incorporated within the minutes of the November 12-13, 2015 meeting of the Board.

Attest:

Dr. Jamie Garza, Chairman

Brian McCall, Ph.D, Secretary

TEXAS STATE UNIVERSITY SYSTEM



Investment Policy for Operating Funds and Endowment Funds

November 2015

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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 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. Funds held in banking institutions are covered by the TSUS *Depository Funds Policy*.

Pursuant to Texas Government Code §2256.005, this Policy shall be reviewed and updated annually and presented to the Board for adoption by resolution. Copies of the Policy will be forwarded on an annual basis by each component investment officer to any entity (except TexPool) with which the component conducts investment transactions. Such entities will be

required to acknowledge in writing receipt of the Policy and to attest that they have implemented reasonable procedures and internal controls to comply with provisions contained within the Policy. The Vice Chancellor for Finance will distribute the Policy to and obtain the acknowledgement from TexPool on behalf of the Texas State University System and its components and will do likewise for any entity, including investment advisors, conducting investment transactions on behalf of the System Office.

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.

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 (the “Board”) retains ultimate responsibility for investments as fiduciaries of TSUS assets regardless of who is investing those assets. The Board is statutorily required to:

- Designate Investment Officers, at least annually, review and adopt this Policy, at least annually, review and adopt a list of qualified broker/dealers authorized to engage in investment transactions with TSUS,
- At least quarterly, receive and review investment reports prepared in accordance with this Policy, and
- Attend at least one training session as regards to Board responsibilities under the Act within six (6) months of assuming office as provided by the Higher Education Coordinating Board.

Investment Officers

The Chief Financial Officer (CFO) for System Administration 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) recommended by the Investment Consultants, and banking relationships. 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.

Each Investment Officer must attend five or more hours of investment training within six months of assuming the position and not less than once each state fiscal biennium. The Board acknowledges investment act training alternatives as provided through eligible sponsors recognized by the Texas State Board of Public Accountancy or CPE credits accepted by the CFA Institute will meet the training requirements.

The Investment Officer of each component shall prepare a report on compliance with the training requirements and deliver the report to the Vice Chancellor for Finance by November 15th of every odd-numbered year. The Vice Chancellor for Finance will provide to the Board a summary report on compliance with the training requirements as well as a report of any legislative changes affecting TSUS investment activities not later than the 180th day after the last day of each regular session of the legislature.

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 CFO for System Administration.

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. 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.
- 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 an Investment Manager(s) 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 for Operating Funds 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).

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 under the investment disclosure requirements section on the component's webpage.

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. The Investment Officer shall not be held personally liable for a specific security's credit risk or market value change as long as actions were in accordance with this Policy, unexpected deviations were reported to the component President and the CFO for System Administration in a timely manner, and all appropriate actions were taken to control adverse developments.

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,
- No securities will be safe-kept with a broker/dealer,
- Operating funds cash flow will be reviewed at a high level 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
- All transactions will have dual control and/or oversight and separation of responsibilities.

System Administration and each component shall pursue an active portfolio management strategy for Endowment Funds. 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. Fixed income securities 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.

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

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, and mutual funds, shall be settled on a delivery versus payment (DVP) basis. All securities shall be held by System Administration's or the component's depository bank, as applicable, or an independent third party custodian approved by the System Office. All securities will be held in the name of System Administration or the component, as applicable. No broker/dealer shall be used for safekeeping purposes.

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 CFO for System Administration to 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.
 - Broker/dealer agreements cannot exceed two years in duration, expiring end of day November 30, consistent with Board of Regent consideration of the Investment Policy.
- D. Certification: Upon request, an Investment Officer shall present to any firm or person seeking to engage in an Operating Fund investment transaction with TSUS a written copy of this Policy This includes business organizations, brokers/dealers, and banks.

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 and
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, the System Office, and the Investment Consultant retained by the System Office (if any) all monthly data and schedules necessary to accurately prepare the required reporting for the System Office 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. OPERATING FUNDS

Investment Officers shall cause to be prepared and review a written report of investment transactions for all investments not less than quarterly. The report is to be submitted to the CFO for System Administration or designee and any respective component President

by the end of the next month following the end of each quarter.

Component investment reports and a consolidated report (compiled by the CFO for System Administration or designee) shall be submitted to the Board through the Finance and Audit Committee in the format prescribed by Sec. 2256.023 of the Public Funds Investment Act, the General Appropriations Act, and requirements promulgated by other oversight agencies.

The reports must:

1. Describe in detail the investment position of the component on the date of the report;
2. Be prepared jointly by all Investment Officer(s) of the component;
3. Be signed by each Investment Officer(s) of the component;
4. Contain a summary statement of each pooled fund group or managed account using trade date accounting with accruals for each outside managed account, fund, or portfolio that contains:
 - (a) Beginning Market Value (defined as trade date with accruals) for the reporting period;
 - (b) Ending Market Value (defined as trade date with accruals) for the reporting period;
 - (c) Net Total Return for the reporting period, calculated net of all investment management fees where applied;
 - (d) Fully accrued Interest Income for the reporting period;
5. For each investment not held in a managed account, in addition to 4 a, b, c and d above, state the Book Value and Market Value of each such investment separately by the Operating account which holds it for the reporting period categorized by the type of asset and fund type invested;
6. State the maturity date of each separately invested asset that has a maturity date (liquid positions will carry next day end dates);
7. State the compliance of the investment portfolio of the component as it relates to the investment strategy expressed in this Policy; and relevant provisions of the Act.
8. State the performance investment return in comparison to the established benchmarks as established by this Policy. 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.

Market prices 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.

B. ENDOWMENT

Investment Officers shall cause to be prepared and review a written report of investment transactions for all endowment funds not less than quarterly. The report is to be submitted to the CFO for System Administration or designee and any respective component President by the end of the next month following the end of each quarter.

This report will be consolidated into a system-wide summary report to be submitted to the Board through the Finance and Audit Committee in the format prescribed by CFO for System Administration.

The reports must:

1. Be signed by the Investment Officer,
2. State the compliance of the portfolio to the investment strategy expressed in this Policy,
3. Provide Ending Market Values of the portfolio, including, at a minimum, Ending Market Value of each asset class all on a trade date full accrual accounting basis,
4. Actual Total Portfolio return calculated net of investment management fees where applicable of the reporting quarter and the fiscal year to date which includes actual Net Market return for each asset class. 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.
5. State a rate of return comparison to the established benchmarks of each asset class (indicate each benchmark that is used), and a weighted benchmark based on the asset allocation for the entire portfolio. The total portfolio benchmark should include the weights used to reflect that benchmark.

Market prices 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.

XIII. BENCHMARKS

The performance of each TSUS component will be measured against a customized blended index. The index will be developed and reviewed each November by a committee of three TSUS Investment Officers or their appointed representatives in consultation with the Investment Consultant. 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.

XIV. AUDITS

A. Operating Funds

- i. TSUS shall have a compliance audit of management controls on investments per the Public Funds Investment Act and adherence to this Policy at least once every two years. The audit shall be performed by the Office of Audits & Analysis or by a private auditor and the results of the audit shall be reported to the Board and the State Auditor not later than January 1 of each even-numbered year.
- ii. If a component invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit or money market accounts, the reports prepared by the investment(s) officers shall be reviewed at least annually by an independent auditor, and the results reported to the Board.

XV. INVESTMENT POLICY ADOPTION AND CERTIFICATION

This Policy shall be reviewed and adopted annually by the Board. The Policy adopted by the Board shall record any changes made to either the investment policy or investment strategies.

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 and Exchange-Traded Funds (ETFs): Maximum of **10%** ownership of the units outstanding of a single Fund or ETF.
- ii. No more than **40%** of the Portfolio may be invested in a **single** Mutual Fund or Manager EXCEPT for cash management 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 this Appendix Sections B and C.

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. TSUS may not purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.
- ii. TSUS may not engage in adjusted trading or short sales.
- iii. TSUS 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. TSUS may not purchase 144-A or other private placement securities not registered with the SEC.
- 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 Term Funds Portfolios is prohibited.
- vii. The purchase of Equities in Operating Short-Intermediate Term Funds Portfolios is prohibited.

**APPENDIX 2
INVESTMENT GUIDELINES FOR OPERATING LONG-TERM FUNDS**

A TSUS component may invest up to **35%** of the Market Value of its Total Operating Funds portfolio exclusive of Bond Proceeds in investments in this Appendix. Long-Term Funds are defined as 35% of All Operating Funds exclusive of Bond Proceeds Funds; the amount allocated to Long-Term Funds is re-calculated annually based on the Ending Market Values as of August 31 of each year (fiscal year end). Components are **not required** to participate in these Long-Term Funds Investment options and may elect to have no Operating Long-Term Funds.

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.

NOTE: Components must retain an Investment Consultant as defined in this policy to invest in the Appreciation/Dividend category. Agency Funds and Bond Funds may not be invested in Appreciation/Dividend category investments.

Below is the Category Allocation Range.

Category	Minimum %	-	Maximum%
Appreciation/Dividend			
Domestic	0	-	50
<u>International</u>	<u>0</u>	<u>-</u>	<u>20</u>
Total Appreciation/Dividend	0	-	50
Income			
Domestic	50	-	100
<u>International</u>	<u>0</u>	<u>-</u>	<u>20</u>
Total Income	50	-	100
TOTAL PORTFOLIO	100%		

B. PROHIBITED INVESTMENTS AND ACTIVITIES

Investments and activities that are not expressly prohibited in this Appendix are considered allowable by this Policy.

All Prohibited Investments and Activities as specified in Appendix 3 are **prohibited in this Appendix**, with the following additional limitations and prohibitions:

Prohibitions:

1. Non-US Dollar denominated bonds are prohibited
2. The direct or indirect use of derivatives, short sales, futures, options, private placements, limited partnerships, 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 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.

Below is the Category Allocation Range.

Category	Minimum	-	Maximum
Appreciation/Dividend			
Domestic	40	-	75
<u>International</u>	<u>0</u>	<u>-</u>	<u>30</u>
Total Appreciation/Dividend	45	-	85
Income			
Domestic	10	-	55
<u>International</u>	<u>0</u>	<u>-</u>	<u>30</u>
Total Income	15	-	55
TOTAL PORTFOLIO	100%		

B. The following requirements are applied at the **Manager/Mutual Fund/Asset Class level**:

- i. A Minimum of **20** securities are to be held in a Portfolio or Fund.
- ii. 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.
- iii. EQUITY MANAGERS
 1. A Maximum of **40%** in any one **sector** UNLESS waived by the component Investment Committee in writing.
 2. A Maximum of **10%** ownership of shares outstanding of a single Stock.
- iv. FIXED INCOME MANAGERS
 1. For International/Global Fixed Income managers, a Maximum of **40%** in any One Non-US Country.

C. The following requirements are applied at the **Total Portfolio level**:

- i. A Maximum of **20%** of the Total Portfolio may be held in Emerging/Frontier Market securities (Regardless of asset type)
- ii. Excluding Pooled funds, Mutual Funds, 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
- iii. FIXED INCOME
 1. A Maximum of **25%** of the **Fixed Income Portfolio** may be invested below Investment Grade. For definition purposes, Non Rated securities will be considered as Below Investment Grade.

D. 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. Any change in this list shall require amendment of this Policy and adoption by the Board.

- i. TSUS may not directly purchase or sell financial futures, options, interest rate swaps, or forward rate agreements.
- ii. TSUS may not engage in adjusted trading or short sales.

- iii. TSUS 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. TSUS may not purchase 144-A or other private placement securities not registered with the SEC.
- v. EXCEPTIONS:

Under the advisement of an Investment Consultant as defined by this policy, a component may invest with managers who utilize derivatives, short sales, futures, options, private placements, limited partnerships ,and otherwise prohibited investments and instruments 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).

Where possible, fund of funds and pools are 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.

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.

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:

**Texas State University System
Finance and Audit**

CONSENT ITEMS

Consent

- F. TSUS: CONSENT: Travel Reports
- G. TSUS: CONSENT: Foundation Report
- H. TSUS: CONSENT: Operating Budget Adjustments FY 15
- I. TSUS: CONSENT: Operating Budget Adjustments FY16
- J. TSUS: CONSENT: Statement of Budgeted Fund Balance FY15
- K. TSUS: CONSENT: Status of Implementation of Audit Recommendations
- L. TSUS: CONSENT: Quarterly Investment Report FY15

Out-of-State/Out-of-Country Annual Travel Reports

Recommendation

That the Out-of-State/Out-of-Country Annual Travel Reports for The Texas State University System components be approved.

Background

The following documentation contains the Out-of-State/Out-of-Country Annual Travel Report for the System components.

Texas State University System
System Office
Travel Report
Fiscal Years 2011-2015

CATEGORY	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General	\$ 10,418.07	\$ 22,925.12	\$ 24,380.30	\$ 28,742.25	\$ 21,082.44
Designated					
Auxiliary					
Restricted					
Plant					
Agency					
Other (Describe)					
TOTAL	\$ 10,418.07	\$ 22,925.12	\$ 24,380.30	\$ 28,742.25	\$ 21,082.44
OUT OF COUNTRY TRAVEL					
Education and General	\$ -	\$ -	\$ -	\$ -	\$ -
Designated					
Auxiliary					
Restricted					
Plant					
Agency					
Other (Describe)					
Total	\$ -				

TEXAS STATE UNIVERSITY SYSTEM
LAMAR UNIVERSITY
Travel Report
Fiscal Years 2011-2015

FUNDS	FISCAL YEAR ENDED AUGUST 31,				
	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General	\$ 2,904.91	\$ 5,388.50	\$ 1,633.05	\$ 3,073.31	\$ 1,694.99
Designated	301,709.13	264,286.22	329,309.83	375,046.88	376,306.31
Auxiliary	574,386.23	614,936.02	600,684.74	903,425.40	666,760.34
Restricted	85,495.75	80,618.32	90,963.07	115,956.76	109,243.01
Plant					
Agency					
Other (Describe)					
TOTAL	\$ 964,496.02	\$ 965,229.06	\$ 1,022,590.69	\$ 1,397,502.35	\$ 1,154,004.65
OUT OF COUNTRY TRAVEL					
Education and General	\$ -	\$ -	\$ -	\$ -	\$ -
Designated	54,219.65	34,370.66	57,808.17	40,361.00	413,594.14
Auxiliary	12,059.69	10,807.16	9,071.48	16,305.50	19,098.02
Restricted	25,960.27	45,444.00	58,787.84	80,309.14	67,681.34
Plant					
Agency					
Other (Describe)					
TOTAL	\$ 92,239.61	\$ 90,621.82	\$ 125,667.49	\$ 136,975.64	\$ 500,373.50

SHSU - TRAVEL REPORT

FUNDS	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General	\$ 28,561.67	\$ 15,032.80	\$ 19,999.14	\$ 30,050.35	\$ 24,460.65
Designated	821,387.13	992,031.61	1,054,379.61	1,153,284.56	1,271,024.79
Auxiliary	133,304.01	96,184.49	213,661.99	229,067.25	292,747.89
Restricted	137,497.71	214,097.79	145,381.15	211,066.65	158,516.97
Plant					
Agency	31,697.36	2,500.12	2,198.13	2,017.25	5,033.10
Other (Describe)					
TOTAL	\$ 1,152,447.88	\$ 1,319,846.81	\$ 1,435,620.02	\$ 1,625,486.06	\$ 1,751,783.40
OUT OF COUNTRY TRAVEL					
Education and General	\$ 6,942.22	\$ 5,794.71	\$ 3,393.58		\$ 1,414.07
Designated	186,690.44	221,760.62	286,865.02	444,724.99	390,505.68
Auxiliary	24,883.22	26,350.89	45,698.02	75,527.00	2,172.40
Restricted	15,110.24	21,155.84	48,851.67	26,395.30	24,809.68
Plant					
Agency	3,735.67				
Other (Describe)					
TOTAL	\$ 237,361.79	\$ 275,062.06	\$ 384,808.29	\$ 546,647.29	\$ 418,901.83

Note: For comparison purposes all student and student study abroad travel have been removed from FY11, FY12, FY13, FY14, FY15 travel totals. The increase in out of state travel occurred through general increase through almost all areas of the university. The increase in foreign travel was related to increased travel in SHSU academic areas.

SUL ROSS STATE UNIVERSITY

**Sul Ross State University
Travel Report
Fiscal Year 2010 Through 2015**

FUNDS	2010	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL						
Education and General	\$39,691.54	\$17,717.52	\$20,199.99	\$15,986.75	\$30,660.04	\$29,929.60
Designated	\$19,698.13	\$9,593.05	\$23,029.73	\$16,078.54	\$18,932.18	\$26,932.29
Auxiliary	\$49,798.72	\$46,750.93	\$74,843.18	\$47,833.43	\$38,800.30	\$25,977.03
Restricted	\$113,960.89	\$146,616.20	\$159,430.39	\$129,640.05	\$98,111.79	\$98,151.00
Plant						
Agency	\$5,061.44	\$1,200.00	\$0.00	\$0.00	\$1,519.68	\$1,544.00
Other (Describe) Service Dept						\$1,385.00
TOTAL	\$228,210.72	\$221,877.70	\$277,503.29	\$209,538.77	\$188,023.99	\$183,918.92
OUT OF COUNTRY TRAVEL						
Education and General	\$1,280.10	\$0.00	\$1,253.50	\$754.75	\$767.00	
Designated	\$7,440.26	\$982.57		\$5,328.00	-	
Auxiliary	\$0.00			\$677.00	-	
Restricted	\$5,989.53	\$17,180.66	\$383.04	\$11,193.84	\$12,709.35	\$7,077.21
Plant	\$0.00					
Agency	\$0.00					
Other (Describe)	\$0.00					
TOTAL	\$14,709.89	\$18,163.23	\$1,636.54	\$17,953.59	\$13,476.35	\$7,077.21

Texas State University

Travel Report
Fiscal Years 2011-2015

FUNDS	FISCAL YEAR ENDED AUGUST 31				
	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General	\$ 19,680.42	\$ 16,572.10	\$ 23,936.42	\$ 18,643.07	\$ 13,228.68
Designated	\$ 1,272,949.39	\$ 1,412,885.51	\$ 1,483,512.06	\$ 1,599,969.93	\$ 1,867,037.07
Auxiliary	664,710.02	904,247.04	1,694,927.11	2,057,333.79	2,617,618.26
Restricted	<u>\$ 544,104.52</u>	<u>\$ 594,381.91</u>	<u>\$ 588,447.79</u>	<u>\$ 706,119.56</u>	<u>\$ 706,119.56</u>
TOTAL OUT OF STATE TRAVEL	\$ 2,501,444.35	\$ 2,928,086.56	\$ 3,790,823.38	\$ 4,382,066.35	\$ 5,204,003.57
OUT OF COUNTRY TRAVEL					
Education and General	\$ 3,004.12	\$ 23,783.79	\$ 3,692.83	\$ 5,788.77	\$ 18,765.75
Designated	\$ 894,955.39	\$ 1,030,940.54	\$ 1,026,994.87	\$ 1,563,935.50	\$ 1,944,974.59
Auxiliary	\$ 8,861.97	\$ 121,192.49	\$ 24,305.61	\$ 54,612.83	\$ 146,333.16
Restricted	<u>\$ 264,881.47</u>	<u>\$ 303,003.87</u>	<u>\$ 357,332.89</u>	<u>\$ 208,172.36</u>	<u>\$ 220,554.52</u>
TOTAL OUT OF COUNTRY TRAVEL	\$ 1,171,702.95	\$ 1,478,920.69	\$ 1,412,326.20	\$ 1,832,509.46	\$ 2,330,628.02

**TEXAS STATE UNIVERSITY SYSTEM
LAMAR INSTITUTE OF TECHNOLOGY
Travel Report
Fiscal Years 2011 through 2015**

FUNDS	FISCAL YEAR ENDED AUGUST 31,				
	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General	\$ -	\$ -	\$ -	\$ -	\$ -
Designated	48,289.01	34,272.43	29,309.60	23,162.21	34,512.56
Auxiliary	16,613.01	16,631.49	21,103.85	23,229.12	18,912.51
Restricted	1,024.40	1,063.60	495.00	5,625.80	1,680.00
Plant					
Agency					
Other (Describe)					
TOTAL	\$ 65,926.42	\$ 51,967.52	\$ 50,908.45	\$ 52,017.13	\$ 55,105.07
OUT OF COUNTRY TRAVEL					
Education and General					
Designated					
Auxiliary					
Restricted					
Plant					
Agency					
Other (Describe)					
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

**Lamar State College - Orange
Travel Report
Fiscal Year 2011 - Fiscal Year 2015**

FUNDS	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General					
Designated	\$12,424.37	\$29,913.62	\$25,585.48	\$29,428.31	\$9,771.82
Auxiliary	\$10,153.48	\$9,794.17	\$11,074.47	\$4,507.24	\$4,481.10
Restricted	\$1,672.43	\$1,324.38	\$7,956.01	\$3,293.73	\$3,902.43
Plant					
Agency					
Other (Describe)					
TOTAL	\$24,250.28	\$41,032.17	\$44,615.96	\$37,229.28	\$18,155.35
OUT OF COUNTRY TRAVEL					
Education and General	\$ -	\$ -	\$ -	\$ -	\$ -
Designated					
Auxiliary		\$ 5,445.32			
Restricted					
Plant					
Agency					
Other (Describe)					
TOTAL	\$ -	\$ 5,445.32	\$ -	\$ -	\$ -

TEXAS STATE UNIVERSITY SYSTEM
LAMAR STATE COLLEGE-PORT ARTHUR
TRAVEL REPORT
Fiscal Years 2011 - 2015

CATEGORY					
	2011	2012	2013	2014	2015
OUT OF STATE TRAVEL					
Education and General					
Designated	46,717.71	35,826.39	46,775.58	54,627.44	27,532.20
Auxillary	41,367.70	36,089.05	33,243.98	47,453.83	41,711.33
Restricted	3,655.95	8,949.94	10,395.57	6,110.83	5,419.06
Plant					
Agency					
Other (Describe)					
TOTAL	\$ 91,741.36	\$ 80,865.38	\$ 90,415.13	\$ 108,192.10	\$ 74,662.59
OUT OF COUNTRY TRAVEL					
Education and General					
Designated		1,615.82			
Auxillary			2,020.98	2,407.02	2,403.63
Restricted					
Plant					
Agency					
Other (Describe)					
TOTAL	\$ -	\$ 1,615.82	\$ 2,020.98	\$ 2,407.02	\$ 2,403.63

TSUS: Annual Foundation Reports

Recommendation

That the Annual Foundation Reports for The Texas State University System components be approved.

Background

The Texas State University's *Rules and Regulations* requires an annual report from "private support organizations." The reports from those organizations follow.

Lamar University Foundation, Inc.
Annual Report to the Board of Regents

Purpose:

The Lamar University Foundation is a non-profit corporation formed for exclusively charitable, educational, and scientific purposes and to assist in the development of Lamar University. Under the control and direction of the Board of Trustees, the Foundation oversees the management of expenditure of funds for the purposes of assisting the University in obtaining and maintaining the best faculty, staff and students, and for the establishment and maintenance of facilities and laboratories to be used by the University; and for the advancement of research and other literary and scientific undertakings. The Foundation accepts donations, gifts and grants of money and property, and administers the same. The Lamar University Foundation manages the investments and serves as trustee of the endowment funds and other private assets contributed for the benefit of Lamar University.

Officers:

Joseph F. Domino, President
Chuck Mason, Vice President
Sandra F. Clark, Treasurer
Richard Price, Secretary
Marsha Hoffer, Past President

Board of Trustees:

Mike Aldredge	Elaine Henry	William Scott
Elizabeth Alexander	Mike Jenkins	Don Shaver
Jimmy Booker	Robert Jones	Bart Simmons
Mike Burrow	Clayton Lau	J. Mark Smith
Dr. Tamerla Chavis	Larry Lawson	Michele Smith
Grady Crawford	Don Lyle	Henry Strait
Colby Crenshaw	Nell McCallum Morris	Roy Steinhagen
James Crump	Dr. Sina Nejad	Mike Turner
Dr. Barry Davis	Dr. Anita Riddle	Joe Vernon
Vernon Durden	Ellen Rienstra	Joe Williams
Dr. Grace England	Carl Roth	Paige Windham
Terry Garth	Dr. Kevin Roy	

Honorary Trustees:

Michael Grimes
William Mitchell
Dr. Charles Turco

Advisory Committee Member:

Dick Scott

Financial Information as of August 31, 2015:

Assets	\$72,390,625
Income/Contributions	\$ 3,968,503
Expenditures	\$ 2,157,309

Summary of Activities:

The Foundation's bi-annual Board meetings are scheduled for October 27, 2015 and April 26, 2016.

The current slate of officers are in the second year of two year terms, which expire August 31, 2016. The Foundation manages approximately \$72 million in assets and provided over \$2 million during FY15 in support of Lamar University in the form of scholarships, faculty and department support, and research activities.

ANNUAL FINANCIAL REPORT

for the fiscal year ended August 31, 2015

**SAM HOUSTON UNIVERSITY
FOUNDATION**
Huntsville, Texas

**UNAUDITED
ANNUAL FINANCIAL REPORT**

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**UNAUDITED
ANNUAL FINANCIAL REPORT**

**BOARD OF TRUSTEES
SAM HOUSTON UNIVERSITY FOUNDATION**

August 31, 2015

OFFICERS

Richard A. Hartley
Leo T. Metcalf
Ferne S. Frosch
Erin M. Steele

President
Vice President
Treasurer
Secretary

TRUSTEES

Charles E. Amato
Robert L. Bruner
Robert E. Hutson
Preston Johnson

Jack C. Parker
Don A. Sanders
William P. Thomas
Gary L. Whitlock

TRUSTEE EMERITUS

Letcher N. Sikes

Sam Houston University Foundation
Statement of Financial Position
As of August 31, 2015

<u>Cash & Cash Equivalents</u>	<u>FY 2015</u>	<u>FY2014</u>
Cash - 1st Rate Account FNB	\$988,809.33	\$17,314.10
Money Market - Invesco	\$759,270.08	\$4,980.34
<u>Investments - Fixed Income</u>		
Frisco SD Bonds	\$109,271.00	\$109,824.00
Walker County CO (Jail)	\$103,269.00	\$103,566.00
Hutto ISD Bonds	\$146,287.50	\$147,199.50
White Settlement ISD Bonds	\$58,438.80	\$58,797.00
Sherman ISD Bonds	\$48,254.00	\$48,666.00
N.W. ISD Bonds	\$49,329.00	\$48,666.00
Wylie ISD Bonds (Hoyt Endowment)	\$47,542.00	\$49,188.00
Alamo Heights TX ISD	\$24,407.25	\$24,364.00
Allen TX ISD	\$172,862.25	\$175,155.75
TD Ameritrade	\$3,556,031.94	\$0.00
<u>Investments - Partnerships</u>		
Enterprise Prods Partners L Com	\$67,464.00	\$97,512.00
Kinder Morgan Energy Partnerut LTD Partner	\$64,657.95	\$87,705.80
<u>SHSU Agency Accounts</u>		
President's Discretionary Fund	\$12,519.59	\$52,589.53
President's Circle	\$43,313.11	\$2,813.11
Baseball Video Board	\$20,000.00	\$0.00
Crazy Ant & Fire Ant Research	\$16,769.19	\$33,675.25
Unrestricted Gifts	\$200.00	\$200.00
<u>Receivables</u>		
Short-Term - Video Scoreboard	\$100,000.00	\$0.00
Long-Term - Video Scoreboard	\$797,003.30	\$0.00
<u>Mineral Rights</u>		
Foster Property - Walker County	\$1.00	\$1.00
Adams/Lundy Property - Houston County	\$1.00	\$1.00
Gibbs Ranch - Walker County	\$1.00	\$1.00
<u>Real Estate</u>		
Lot 10, Block 7, Unit 1, Waterwood	\$18,100.00	\$18,100.00
Total Assets	<u><u>\$7,203,802.29</u></u>	<u><u>\$1,080,319.38</u></u>
<u>Liabilities</u>		
Short- Term Payable - Video Scoreboard	\$700,000.00	\$0.00
Long-Term Payable - Video Scoreboard	\$797,003.30	\$0.00
Total Liabilities	<u><u>\$1,497,003.30</u></u>	<u><u>\$0.00</u></u>
<u>Net Assets</u>		
Restricted (Endowments)	\$4,369,671.59	\$241,803.54
Unrestricted	\$1,337,127.40	\$838,515.84
Total Liabilities & Net Assets	<u><u>\$7,203,802.29</u></u>	<u><u>\$1,080,319.38</u></u>

Sam Houston University Foundation
Statement of Activities
For the Fiscal Year Ended August 31, 2015

<u>Revenue</u>	<u>FY 2015</u>	<u>FY2014</u>
Interest Income	\$32,000.96	\$21,838.84
Dividends	\$148,588.92	\$0.00
Miscellaneous Income	\$8,455.47	\$0.00
Oil & Gas Royalties - Warrior (Adams/Lundy)	\$3,680.75	\$6,808.50
SHSU Support Revenue	\$75,000.00	\$0.00
Endowment Gifts		
- Endowment - Smith-Hutson Scholarship	\$4,676,500.00	\$0.00
- Endowment - Brown	\$5,000.00	\$0.00
- Endowment - Dunning	\$25,000.00	\$0.00
- Endowment - Slayton	\$25,000.00	\$0.00
- Endowment - John Hoyt	\$0.00	\$25,000.00
- Endowment - Ethel Nicholson	\$0.00	\$166,803.54
- Endowment - Sue Walker Rogers	\$100,000.00	\$0.00
- Endowment - Kenneth Wren	\$75,000.00	\$0.00
- Endowment - Dr. Herb Schumann	\$60,000.00	\$0.00
- Endowment - Dr. Tracy Steele	\$35,000.00	\$0.00
- Endowment - David Crews	\$25,000.00	\$0.00
- Endowment - Winkleman	\$10,000.00	\$0.00
- Endowment - Sharon Lynch	\$15,000.00	\$0.00
- Endowment - Jeff Rohde	\$75,000.00	\$0.00
- Endowment - N. Reed Clark	\$147,130.00	\$0.00
- Endowment - Czerwinski	\$8,530.00	\$0.00
- Endowment - Emmett Solomon	\$16,859.14	\$0.00
Other Gifts		
- Annual Fund - Excellence	\$480.00	\$0.00
- Miscellaneous Gifts	\$17,245.30	\$0.00
- Athletic Support	\$75,000.00	\$0.00
- Don Sanders Stadium upgrades	\$472,276.00	\$0.00
- Video Scoreboard	\$600,000.00	\$0.00
- Video Scoreboard Pledged Revenue	\$897,003.30	
Unrealized Gain (Loss) *	(\$886,740.01)	\$45,828.00
SHSU Agency Interest Income	\$149.17	\$49.53
SHSU Agency Unrestricted Gifts	\$60,500.00	\$64,950.00
Total Revenue	\$6,802,659.00	\$331,278.41
<u>Expenditures</u>		
Operations	\$180,000.00	\$293.77
Association Dues	\$395.00	\$375.00
Attorney Fees	\$0.00	\$700.00
Taxes	\$534.24	\$254.36
FNB Trust Fee	\$4,408.38	\$3,416.23
Scholarship Support		
- SHSU Honors - Let's Talk 2015	\$0.00	\$10,000.00
- SHSU Honors - Enrichment	\$0.00	\$10,000.00
- SHSU - Leathers Scholarship	\$14,000.00	\$0.00
- SHSU - Scholarship Other	\$4,213.30	
- Endowment - Bazan	\$500.00	\$0.00
- Endowment - Hoyt	\$0.00	\$2,218.00
- Endowment - Nicholson	\$0.00	\$5,568.00
- Endowment - Smith-Hutson Scholarship	\$433,000.00	\$0.00
SHSU Agency Operations		
- SHUF - President's Circle	\$0.00	\$12,289.50
- SHUF - Crazy Ant and Fire Ant	\$16,906.06	\$48,018.85
- SHUF - Baseball Scoreboard	\$0.00	\$60,000.00
- SHUF Discretionary	\$25,219.11	\$1,710.12
Total Expenditures	\$679,176.09	\$154,843.83
Net Income (Deficit)	\$6,123,482.91	\$176,434.58
Net Assets September 1, 2014	\$1,080,319.38	\$841,894.84
Restatements	\$0.00	\$61,989.96
Net Assets September 1, 2014, Restated	\$1,080,319.38	\$903,884.80
Net Assets August 31, 2015	\$7,203,802.29	\$1,080,319.38

Sam Houston University Foundation
Schedule of Endowments
As of August 31, 2015

Endowment Name	September 1, 2014 Beginning Balance	FY 2015 Gifts	Withdrawals	Reinvested Income	Unrealized Gain (Loss)	August 31, 2015 Ending Balance
Smith- Hutson Scholarship Quasi Endowment	-	4,676,500.00	(433,000.00)	148,588.92	(836,056.98)	3,556,031.94
Nancy Lundgren Hoyt Memorial Scholarship Endowment	75,000.00	-	-	-	(4,397.93)	70,602.07
N. Reed Clark Memorial Scholarship Endowment	-	147,130.00	-	-	(8,627.56)	138,502.44
John Gayle Winkelmann Scholarship Endowment	-	10,000.00	-	-	(586.39)	9,413.61
B.F. Slayton Scholarship Endowment	-	25,000.00	-	-	(1,465.98)	23,534.02
Robert L. and Ruverna F. Dunning Scholarship Endowment	-	25,000.00	-	-	(1,465.98)	23,534.02
Sharon A. Lynch Graduate Fellowship Endowment	-	15,000.00	-	-	(879.59)	14,120.41
Dr. Tracy L. Steel History Scholarship Endowment	-	35,000.00	-	-	(2,052.37)	32,947.63
Ethel Nicholson Scholarship in Memory of James D. Bozeman, Jr. Endowment	166,803.54	-	-	-	(9,781.20)	157,022.34
Sue Walker Rogers Nursing Scholarship Endowment	-	100,000.00	-	-	(5,863.90)	94,136.10
Jeff Rohde Memorial Scholarship Endowment	-	75,000.00	-	-	(4,397.93)	70,602.07
Nancy L. and Michael J. Czerwinski Dream With Me Scholarship Endowment	-	8,530.00	-	-	(500.19)	8,029.81
Emmett Solomon Internship Scholarship Endowment	-	16,859.14	-	-	(988.60)	15,870.54
Gordon Brown Scholarship Endowment	-	5,000.00	-	-	(293.20)	4,706.80
Kenneth Wren Memorial Scholarship Endowment	-	75,000.00	-	-	(4,397.93)	70,602.07
Dr. Herb and Laura Schumann Ag Education Scholarship Endowment	-	60,000.00	-	-	(3,518.34)	56,481.66
David W. Crews Criminal Justice Scholarship Endowment	-	25,000.00	-	-	(1,465.98)	23,534.02
	241,803.54	5,299,019.14	(433,000.00)	148,588.92	(886,740.01)	4,369,671.59

Sam Houston University Foundation
Schedule of Fixed Income Holdings
As of August 31, 2015

Investment	Market Value	Cost Basis	Coupon	Current Yield (At Market Price)	Maturity Date
Frisco SD Bonds	\$ 109,271.00	\$ 105,719.00	4.250%	3.890%	August 15, 2018
Walker County CO (Jail)	\$ 103,269.00	\$ 102,637.00	3.000%	2.910%	August 1, 2022
Alamo Heights TX ISD	\$ 24,407.25	\$ 22,091.50	2.625%	2.690%	February 1, 2027
Allen TX ISD	\$ 172,862.25	\$ 164,557.80	3.375%	3.220%	February 15, 2027
Hutto ISD Bonds	\$ 146,287.50	\$ 150,000.00	3.000%	3.080%	August 1, 2030
White Settlement ISD Bonds	\$ 58,438.80	\$ 60,000.00	3.125%	3.210%	August 15, 2030
Sherman ISD Bonds	\$ 48,254.00	\$ 46,726.50	3.000%	3.110%	February 15, 2031
N.W. ISD Bonds	\$ 49,329.00	\$ 45,187.50	3.000%	3.040%	February 15, 2031
Wylie ISD Bonds (Hoyt Endowment)	\$ 47,542.00	\$ 48,070.50	3.125%	3.290%	August 15, 2032
TOTAL	\$ 759,660.80	\$ 744,989.80			

Sul Ross State University Friends of the
Center for Big Bend Studies
Annual Foundation Report to the Board of Regents
As of August 31, 2015

Purpose of the Organization:

The Sul Ross State University Friends of the Center for Big Bend Studies Foundation is a non-profit corporation created in September 2003 exclusively for charitable, educational, and scientific purposes in support of Sul Ross State University's Center for Big Bend Studies. These purposes include but are not limited to: a) raising funds to support the mission and programs of the Center including research, fieldwork and reporting on archeological studies of the Big Bend Region of Texas; b) promoting the Center for Big Bend Studies as it fosters interdisciplinary scholarship of the diverse prehistoric, historic and modern cultures of the borderlands region of the United States and Mexico; c) providing funds in support of the operations of the Center as well as special projects of the Center; d) assisting the Center in other endeavors as the Board may deem appropriate.

Board of Directors:

J. Travis Roberts, Jr., President
G.E. (Pete) Peterson, Vice President
Kathleen Olsen, Secretary
Homer Mills, Treasurer
David Cockrum
Linda Duncan
Iris Korus
Roxana McAllister Richardson
Ike Roberts

Financial Information as of August 31, 2015:

Assets:	\$162,209
Income FY15:	\$367,303
Expenditures FY15:	\$283,975

Summary of Activities:

The Sul Ross State University Friends of the Center for Big Bend Studies Foundation was incorporated in September 2003. The TSUS Board of Regents approved the Board of Directors at its August 2004 meeting and the Directors held their organizational meeting on September 8, 2004. Semiannual meetings have been regularly held each year in September, November, or March. The latest meeting was held on September 25, 2015. Since its inception, the organization's activities have been primarily fundraising to support the mission and programs of the SRSU Center for Big Bend Studies. All of the expenditures noted above were made to provide funds in support of the Trans Pecos Archeological Program of the Center for Big Bend Studies. In addition, a small administrative fee is paid to Sul Ross State University annually for managing all related transactions. This organization has been very instrumental and active in helping the Center raise funds to replace reduced appropriations and to support new initiatives. The Foundation's assets have remained stable.

Sul Ross State University Support Organization
Annual Foundation Report to the Board of Regents
As of August 31, 2015

Purpose of the Organization:

The Sul Ross State University Support Organization is a non-profit corporation created in September 2003 exclusively for charitable, educational and scientific purposes in support of Sul Ross State University's programs and activities. These purposes include but are not limited to: a) raising funds to support the mission and programs of Sul Ross State University; b) promoting Sul Ross State University as it fosters and enhances higher education opportunities in its service region; c) providing funds in support of the operations, projects and programs of Sul Ross State University; d) assisting Sul Ross State University in any other endeavors as the Board may deem appropriate.

Board of Directors:

David Rogers, President
Vacant, Vice President
Paula Denton, Treasurer
Chip Love
Robert Potts
Vacant
Vacant
Vacant
Vacant

Financial Information as of August 31, 2015:

Assets:	\$1,662,681
Income FY15:	\$ 301,982
Expenditures FY15:	\$ 84,722

Summary of Activities:

The Sul Ross State University Support Organization Foundation was incorporated in September 2003. The TSUS Board of Regents approved the Board of Directors at its August 2004 meeting and the Directors held their organizational meeting on November 1, 2004. Subsequent meetings were held on November 21, 2005 and September 2, 2008. During FY2014, the Board met four times. The organization's activities have been directed primarily at fundraising to support the mission and programs of the University. The board went through reorganization and the current officers were recently elected. Several positions on the board are currently vacant and potential new members have been identified. These new members are expected to be an active group and an asset as we develop our new campaign. We continue to evaluate the Support Organization Foundation so that it can be a great asset in attracting funds in support of all the University's programs and activities. The Foundation in February 2012 received a donation of \$1 million in support of the Borderlands Research Institute and in February 2014 signed a Memorandum of Understanding with the Dixon Water Foundation establishing the *Clint Josey Endowed Chair for Sustainable Ranch Management*. The Dixon Water Foundation commitment is for \$1,200,000 to be paid over six years. The Board selected South Texas Money Management as its investment advisor and since November 2013 invests in equities, mutual funds, and fixed income investments. The Foundation assets continue to grow.

Texas State University Development Foundation

Annual Report to the Board of Regents

Purpose:

The Texas State University Development Foundation is formed exclusively for educational and scientific purposes to manage endowment funds designated for the sole purpose of Texas State University.

Board of Trustees:

The trustees for the fiscal year ending June 30, 2015 were:

Kenneth Huewitt, Chair	James Taylor, Vice Chair	Patrick Rose, Treasurer
Elizabeth Tuttle, Secretary	Scott Barnes	Michael Bowman
Robert Derrick, Jr.	Dan Diepenhorst	Matt Edgar
Donicio (Don) Flores	Dottie St. Clair Hill	Carol Huntsberger
Rodney Keller, Jr.	Hope Koch	Paige Lueking
Jeff Novak	Lyndon Nugent	Brandey Orsag
Dan Pearson	Richard Petitt	Ann Roberts
Cindy Sexton	Mark Smith	Fred Weber, Jr.
Vernetta Westbrook	Susan Wittliff	

Financial Information:

During the fiscal year ending June 30, 2015, the Texas State University Development Foundation remitted to the University \$1,508,013.68 for student scholarships and \$1,491,764.83 for other support. Contributions to the Foundation are permanently restricted gifts of \$4,966,647.95, temporarily restricted gifts of \$6,716,724.90. The Foundation's ending net assets as of June 30, 2015 are \$78,192,240.38.

Figier & Co., Certified Public Accountants audited the statement of financial position as of June 30, 2014. It was determined that the results of the Foundation's operations and changes in net assets, and its cash flow for the year ended in conformity with generally accepted accounting principles.

Summary of Activities:

The Foundation manages 456 endowments, 21 quasi-endowments, 20 non-endowment accounts, 13 annuities, and 2 charitable remainder trusts. Within the Foundation's endowments 38 have fair market values less than \$10,000; 422 of the endowments have fair market values in excess of \$10,000; 337 of the endowments have fair market values in excess of \$25,000; and there are 10 new endowments with fair market values in excess of \$25,000.

Texas State University McCoy College of Business Administration Development Foundation

Annual Report to the Board of Regents

Purpose

The Emmett and Miriam McCoy College of Business Administration Development Foundation (Foundation) is approved by the IRS as an independent 501c.3. nonprofit corporation that serves exclusively for the benefit of the McCoy College of Business Administration (College). By Regental agreement, the Foundation is the primary recipient and fiscal manager of new major gifts to the College – with the University development staff leading the acquisition of new gifts that the Foundation Board of Directors manages for the College.

Membership

The Foundation Directors for the fiscal year ending August 31, 2015 were:

Mr. Brian F. McCoy, President, San Marcos, TX	Mr. Jesse C. Luxton, Vice President, Leakey, TX
Dr. William T. Chittenden, Secretary, Seguin, TX	Mr. Rick H. Bell, Treasurer, San Marcos, TX
Mrs. Miriam M. McCoy, Director, San Marcos, TX	Mr. C. Patrick Oles, Jr., Director, Austin, TX
Mr. R. Tom Roddy, Director, San Antonio, TX	Dr. Denise T. Smart, McCoy College Dean and Director, San Marcos, TX
Dr. Denise M. Trauth, University President and Ex Officio Director, San Marcos, TX	Dr. Ann L. Watkins, Director, New Braunfels, TX
Dr. E. E. "Gene" Payne, Executive Director, Austin, TX	

Financial Report

Since its founding in 2004 through August 31, 2015, - the Foundation:

Has, since 2004, received total contributions:	\$ 28,970,796
Has, since 2004, made distributions to the College for enhancement:	\$ 7,150,031
Has, currently, estimated total Assets of:	\$ 33,848,793
(\$598,528 of total Asset are managed by the <i>McCoy Student Managed Investment Fund.</i>)	
Has, currently, estimated accrued Liabilities of:	\$ 18,153

Has, with the lead of the Development staff, helped donors establish nine new endowments in the last year for a total of 64 endowments, including:

- Two Chairs fully-funded with gifts of \$2million and \$2.1 million.
- Four Chairs half-funded with a gift of \$1million for each Chair.*
- Five Professorships fully-funded with gifts ranging from \$600,000 to \$690,500 for each.
- One Professorship half-funded with a gift of \$300,000 and a pledge of \$300,000.
- Four Professorships half-funded with a gift of \$300,000 for each Professorship.**
- Two Graduate Fellowship-Scholarship programs with gifts of \$1,525,000.
- Twenty six scholarship programs with gifts of \$4,490,485.
- Three faculty development programs with gifts of \$3,202,070.
- Six student development programs with gifts of \$2,826,885.
- A College General & Program endowment with numerous gifts totaling \$3,072,524.

*Two half-funded Chairs, until fully-funded, can be combined to provide support for one Chair position.

**Two half-funded Professorships, until-fully-funded, can be combined to provide support for one Professorship position.

Summary of Activities

Of the more than 13,000 colleges of business world-wide the most universally recognized as exceptional are the 736 institutions in 48 countries that are accredited by the AACSB (*Association to Advance Collegiate Schools of Business*). McCoy College is one of the 736 accredited institutions. Since the creation of the McCoy College of Business Foundation in 2004, *the McCoy College of Business at Texas State has moved from the bottom quarter - to the top quarter of the elite AACSB institutions in size of endowment.*

Data in this report are based upon unaudited financial reports. An independent, external audit is conducted annually and provided to the University Administration. Every year the Foundation has received a "clean opinion" – with no irregularities and with all operations in conformity with generally accepted accounting principles. The Foundation pays for its *operating expenses* (including staff salaries, accounting, supplies and auditing) which totaled \$104,962.50 in FY2015, or less than three tenths of 1% of the assets of the Foundation. Fees for *investment management* were approximately 1.0% of the assets.

Texas State University Alumni Association

Annual Report to the Board of Regents

Purpose:

The Texas State Alumni Association's vision is to connect Bobcats to serve, strengthen, support, and celebrate Texas State University by creating a community of alumni, students, and friends with a commitment to invest in the future of Texas State. The Association conducts programs and activities to create student engagement, heighten alumni affinity and connections, develop alumni leaders, and increase overall philanthropic support for Texas State.

Membership:

Membership in the Texas State Alumni Association is open to, and consists of, graduates of the University, former students, friends, parents, and current students. In FY2015, total membership grew by 20 percent, exceeding 7,000 total members at year-end. The Alumni Association is governed by a volunteer Board of Directors and operates as a non-profit corporation organized under the Texas Non-Profit Corporation Act with a memorandum of understanding with Texas State University whereby the University recognizes the Association as the principal organization charged with responsibility for alumni relations.

Board of Directors Executive Committee:

President – Andrae Turner, Houston
First Vice President – Ernie Dominguez, Austin
Second Vice President – Norma Essary, Bedford
Chief Finance Office – Wes Agnew, Midland
Immediate Past President – Dionicio Flores, El Paso
Executive Director – Kim R. Gannon, New Braunfels

Financial Report:

The efforts and funds of the Texas State Alumni Association are dedicated to Texas State University, and are used to provide student scholarships, campus support, and alumni engagement activities.

The Alumni Association's fiscal year runs January 1 through December 31. During FY15, the Association budgeted \$100,000 in scholarship dollars to be awarded. As of August 31, 2015, the Association reported payments totaling \$11,250 in student scholarships, with the remainder to be awarded in Fall 2015. At August 31, 2015, Texas State University held \$467,514 in deposits on behalf of the Association, including \$406,995 in Agency funds. Agency funds are assets not owned by the University, but held in custodianship, to be used or withdrawn by depositors at will. Agency fund resources, including those of the Association, are reflected in the University's financial records as cash and cash equivalents with a corresponding liability to the depositing organizations.

Current Assets

Cash and cash equivalents-Off Campus	\$ 1,404,191
Cash and cash equivalents-Held by University	\$ 467,514
Petty Cash	\$ 100
Total Current Assets	\$ 1,871,805

Investments

Certificate of Deposit	\$ 100,000
Marketable Equities	\$ 441,702
Marketable Debt Securities	\$ 392,612
Total Investments	\$ 934,314

Total Liabilities and net assets \$ 2,806,119

**The investment policy established by the Alumni Association Board of Directors dictates that 50 percent of the endowment is to be invested in fixed income and 50 percent is to be invested in conservative equities. Investment decisions and purchases are handled by the Frost Bank Trust Department in San Antonio, Texas.

Texas State University Support Foundation

Annual Report to the Board of Regents

Purpose

The Texas State University Support Foundation is a non-profit corporation formed for exclusively charitable, educational, and scientific purposes and to assist in the development of Texas State University under the operation, control and management of the Board of Trustees, including the expenditure of funds for the purpose of assisting the University in obtaining and maintaining the best faculty and staff available, and for the establishment and maintenance of facilities and laboratories to be used by the University; for the advancement of research and other literary and scientific undertakings; and to accept donations, gifts, and grants of money and property, to administer the same, and to expend funds upon a charitable, educational or nonprofit basis.

Membership

Board of Trustees

Stanley J. Naumann, Chairman
Valarie R. Van Vlack, Treasurer
Wallace D. Dockall, Member
Jean Barber, Member
Dr. Sylvester Walleck, Member
Jimmie Scott, Member

William A. Nance, Assistant Chairman
McBride Wilson, Secretary
Valerie Morrison, Member
Terry Serur, Vice Chairman
Ed Boney, Member

Financial Report

Information as of August 31, 2015

Assets	\$ 331,936.35
Income	\$ 6,604.31
Expenditures	\$ 6,851.50
Contributions to Texas State Support	\$ 3,600.00

Summary of Activities

Expenditures for fiscal year 2015, in the amount of \$6,851.50. Contributions to Texas State University for educational support totaled \$3,600.

Texas State University Research Foundation

Annual Report to the Board of Regents

Purpose:

The Texas State University Research Foundation is organized and operated exclusively for charitable, scientific, and educational purposes under Internal Revenue Code §501(c)(3). The Foundation will facilitate acquiring sponsored research funds from public and private sources and manage such funds if requested to do so by the University, solicit donations to support activities of the Foundation, pursue appropriate legal protection for proprietary technologies developed through University research, hold and manage real and intellectual property assets on behalf of the University, and promote commercialization of research products and transfer of University technologies to appropriate partners for further development and commercialization.

Membership:

Board of Directors:

Dr. Denise M. Trauth, Chair

Dr. Eugene Bourgeois, President

Dr. Billy Covington, Executive Director

Financial Report:

An Annual Financial Report for the fiscal year ended February 28, 2015, was reviewed and approved by the Foundation's Board members on May 8, 2015. Total revenues and expenditures were \$150,000.00 for the fiscal year ended February 28, 2015.

Summary of Activities:

Funded Activities

The grant proposal entitled "Sarcoidosis Research Initiative" was awarded in November of 2014. Funding for this award of \$25,000 from an anonymous donor was not received until after the fiscal year end. The \$25,000 will be reflected as received in the Foundation's 2016 annual financial report. A grant proposal entitled "Texas State University Project Closing the GAPS for Student Veterans" received \$150,000 in funding through the JP Chase Morgan Foundation on 1/26/2015 with a previous start date of 8/26/2014. One additional proposal, listed below, was submitted for funding during the FY 2015 time period.

Non-funded Activities

Dr. Martha Kate Spradley in the Department of Anthropology submitted a proposal to HEB for \$153,600 entitled "Operation Identification."

LAMAR INSTITUTE OF TECHNOLOGY FOUNDATION
Annual Foundation Report to the Board of Regents

Purpose:

The Lamar Institute of Technology Foundation was established as a nonprofit corporation under the laws of the State of Texas and is organized exclusively for charitable educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and its Regulations. The purposes of the Foundation are: (i) to provide support to Lamar Institute of Technology by soliciting, receiving, and accepting gifts of money and other property—tangible or intangible, real, and personal from the general public, including individuals, corporations, and other entities and sources; (ii) administer, manage, invest, and reinvest such money and property; (iii) apply and expend the income and proceeds thereof for such purposes, all to or for the benefit of the Lamar Institute of Technology; (iv) employ or retain any bank, trust company, or financial institution to guide the Foundation in the investment and management of its real and personal property.

Board of Directors:

Dr. Shawn Oubre, <i>President</i>	Alice Cater	Walter (Eric) Newby
Rod Carroll, <i>Vice President</i>	Bessie Chisum	David Parmer
Tim Sudela, <i>Treasurer</i>	Lee Dula	J. Hoke Peacock II
Pat Avery, <i>Secretary</i>		
Dean Robinson, <i>Past President</i>	Daryl Gilbert, Sr.	Raymond Polk
Eddie Arnold	Guy Goodson	Jim Rich
Danny Babineaux	Kyle Hayes	C.A. "Pete" Shelton
A. B. Bernard	Brandon Hebert	Rickey Simmons
Robert Bilnoski	Gisela Houseman	Dr. Joel Smith
Dale Boothman	Kathleen Jackson	Herschel Stagner, Jr.
Arthur "Ted" Boumans	Dr. Mattie Londow	David Thornhill
John Carlson	Jean McFaddin	Jerry Vandervoort
Micki Carpenter-Platt	Bill Miller	

FY15 Financial Information as of August 31, 2015:

Net Assets:	\$3,587,714.01
Income/Contributions:	\$635,791.70
Expenditures:	\$165,981.05

Summary of Activities:

The Foundation manages fifty-one endowments. Four of the endowments have fair market values less than \$10,000; twenty-four of the endowments have fair market values in excess of \$10,000; twenty-three of the endowments have fair market values in excess of \$25,000.

Cash contributions for FYE 2010 were \$257,589.97; cash contributions at FYE 2011 were \$315,976.10; cash contributions at FYE 2012 were \$333,823.26; cash contributions for FYE 2013 were \$483,386.60; cash contributions for FYE 2014 were \$591,907.38; cash contributions for FYE 2015 were \$481,165.24.

The target asset allocation of the Foundation portfolio recommended by the Board of Directors is that ten to fifteen percent is to be invested in cash and equivalents, thirty to fifty percent is to be invested in fixed incomes and sixty to seventy-five percent is to be invested in equities. 11.2 percent was invested in cash and equivalents, 31.5 percent was invested in fixed incomes and 46.6 percent was invested in equities.

LAMAR STATE COLLEGE – ORANGE FOUNDATION, INC.

Lamar State College-Orange Foundation Annual Foundation Report to the Board of Regents

Purpose:

Lamar State College-Orange Foundation, Inc. is a non-profit organization, which was established in December 1983, to support the development and promotion of Lamar State College-Orange, its students, faculty, staff, and physical facilities, and to accept donations, gifts, and grants of money and property, to administer the same, and to expend funds upon an educational basis.

Board of Directors:

Carlton Harmon, Chairman	Kathy Gunn, Director
John Cash Smith, Vice-Chairman	Shawn Oubre, Director
Dan Mohon, Secretary/Treasurer	Stephen Lee, Director
Courtney Arkeen, Director	Ron Borel, Director
Ross Smith, Director	Lana Fillyaw, Director
Gisela Houseman, Director	Shane Johns, Director
David Jones, Director	
Patty Cloeren, Director	

Net Assets as of December 31, 2014: \$5,309,855

Summary of Activities:

Scholarship Support:	\$75,000
Brown Estate Lawn Care:	\$52,001.16

LAMAR STATE COLLEGE-PORT ARTHUR
Port Arthur Higher Education Foundation, Inc.

Purpose of the Organization

The Port Arthur Higher Education Foundation is organized to support the development and promotion of the arts and sciences and programs of Lamar State College-Port Arthur, its students, faculty, staff and the people of this area and the State of Texas.

Board of Trustees

A. Morris Albright, Chairman
Floyd Marceaux, Vice Chairman
Edward Boone, Secretary-Treasurer
Sam Monroe, President
John Comeaux
William R. Coons
Leonard Gabriel, Jr.
Jeff Hayes
Joel Levingston
Brian McDougal
James W. Moore
Carl A. Parker
George Taylor
Bill Worsham

Financial Information as of December 31, 2014

Assets:	\$5,197,653
Income:	\$ 988,951
Expenditures:	\$ 664,229

Summary of Activities

The Port Arthur Higher Education Foundation, Inc. raises and administers funds for the benefit of Lamar State College-Port Arthur. Current activities include the administration of endowed scholarships and prompt acquisition of property within the Campus Master Planning area to facilitate the development of the campus facilities. The organization also administers scholarship funds for the Port Arthur Industrial Group awarded to students attending colleges and universities across the nation. Scholarships and special support for the athletic program and cultural events sponsored by the college were provided by the Foundation. The organization also sponsors community projects of behalf of Lamar State College-Port Arthur.

TSUS: Adjustment of Budgets

Recommendation

The proposed Budget Adjustments for the Texas State University System administration office and components be approved.

FISCAL YEAR 2015					
				9/1/2014	8/31/2015
				Original	Adjusted
				Budget	Budget
System Administration				\$7,327,733	\$7,527,733
Lamar University				165,149,270	167,539,928
Sam Houston State University				267,429,881	278,593,747
Sul Ross State University				27,038,063	27,431,444
Sul Ross State University Rio Grande College				8,099,069	8,099,069
Texas State University				460,639,580	536,386,137
Lamar Institute of Technology				22,277,415	22,610,910
Lamar State College-Orange				17,668,970	18,095,222
Lamar State College-Port Arthur				20,499,687	20,581,723
System Total				\$996,129,668	\$1,086,865,913

Explanation

In accordance with the *System Rules and Regulations, Chapter III, Section 1.3 Financial Matters*, budget adjustments shall be submitted to the Board of Regents for approval.

TEXAS STATE UNIVERSITY SYSTEM
2014-2015 OPERATING BUDGET & RELATED ADJUSTMENTS
For the Period Ending 08/31/2015

	Adjustments Requiring Board Approval			Adjustments Approved by Chancellor	Adjusted Revenue Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
EDUCATIONAL AND GENERAL REVENUE BUDGET					
State General Revenue	\$1,425,000				\$1,425,000
Employee Benefits - Retirement	221,191				\$221,191
Employee Benefits - Group Insurance	196,976				\$196,976
Employee Benefits - Social Security	163,839				\$163,839
Investment Income	16,000				\$16,000
Texas State University System Foundation	51,400				\$51,400
Central Service Charge	4,598,697				\$4,598,697
Fund Balance	729,630				\$729,630
Deferred Compensation Transfer In	125,000				\$125,000
Totals	<u>\$7,527,733</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,527,733</u>

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET (ORIGINAL) \$7,527,733

Adjustments Previously Approved:

Board	Chancellor
<u>\$0</u>	<u>\$0</u>

	Original Budget	Adjustments		Adjusted Expenditure Budget
		Prior Periods	This Period	
Salaries and Wages	\$4,071,390	\$41,695		\$4,113,085
Employee Fringe Benefits	1,214,813			1,214,813
Professional Fees	994,176	(48,695)		945,481
Travel	213,417	(1,200)		212,217
Material and Supplies	92,698	7,000		99,698
Communications and Utilities	37,925	10,400		48,325
Repairs and Maintenance	7,100	500		7,600
Rentals and Leases	123,939			123,939
Printing and Reproduction	28,785	700		29,485
Other	543,490	(10,400)		533,090
Furniture and Equipment	0			0
Deferred Compensation Transfer Out	200,000			200,000
Totals	<u>\$7,527,733</u>	<u>\$0</u>	<u>\$0</u>	<u>\$7,527,733</u>

Total Adjustments Submitted for Board Approval this Period \$0

Total Adjustments Approved by Chancellor This Period: \$0

Total Cumulative Adjustments Approved by Board: 0

Total Cumulative Adjustments Approved by Chancellor: 0

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET ADJUSTED \$ 7,527,733

LAMAR UNIVERSITY
 2014-2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
 For Period Ending 08/31/2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 102,755,557	\$ 4,957,820	\$ 408,000	\$ -	108,121,377
Designated	75,755,071	(3,523,642)	-	205,000	72,436,429
Auxiliary Enterprises	40,396,743	343,480	-	-	40,740,223
Total	\$ 218,907,371	\$ 1,777,658	\$ 408,000	\$ 205,000	221,298,029

EDUCATION & GENERAL

Original Budget:	<u>102,755,557</u>
Previously Approved by Board:	<u>4,957,820</u>
Requested Budget Adjustments:	
Salary Increases	
New Positions	
Community Service Officers (5 @ 24,000)	120,000
Security Guards (16 @ 18,000)	288,000
Administrative Associates	25,008
Academic Advisors	48,000
Total Requested Budget Adjustments This Period:	<u>408,000</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>108,121,377</u>

DESIGNATED

Original Budget:	<u>75,755,071</u>
Previously Approved by Board:	<u>(3,523,642)</u>
Requested Budget Adjustments:	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	205,000
Approved This Period:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>205,000</u>

Adjusted Budget:	<u>72,436,429</u>
AUXILIARY ENTERPRISES	
Original Budget:	<u>40,396,743</u>
Previously Approved by Board:	<u>343,480</u>
Requested Budget Adjustments:	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>0</u>
Adjusted Budget:	<u>40,740,223</u>

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 8/31/2015

Fund	Adjustments Requiring Board Approval			Adjustments Approved by President(YTD)Over 150k	Adjusted Budget
	Original Budget(2015)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 107,969,649	\$ 137,688	\$ 14,947	\$ 500,000	\$ 108,622,284
Designated	\$ 120,263,037	\$ 3,138,125	\$ 724,191	\$ 3,819,502	\$ 127,944,855
Auxiliary Enterprises	\$ 59,751,311	\$ 1,610,589	\$ 828,555	\$ 390,000	\$ 62,580,455
Trust	-	-	-	-	-
Restricted	-	-	-	-	-
Total	\$ 287,983,997	\$ 4,886,402	\$ 1,567,692	\$ 4,709,502	\$ 299,147,593

EDUCATION & GENERAL

Original Budget: \$ 107,969,649

Previously Approved by Board: \$ 137,688

Theatre E&G \$ 4,033

Law Enforce Officer Standard \$ 10,819

Theatre E&G \$ 95

Requested Budget Adjustments:

Total Requested Budget Adjustments This Period: 14,947

Cumulative Adjustments Approved by President:

Previously Reported: \$ 500,000

Total Adjustments Approved by President This Period: _____

Total Cumulative Adjustments Approved by President: \$ 500,000

Adjusted Budget as of 8/31/2015 **\$ 108,622,284**

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 8/31/2015

DESIGNATED

Original Budget:	\$ 120,263,037
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Previously Approved by Board:	\$ 3,138,125
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Requested Budget Adjustments:

Library Fee	100,000
Designated Tuition	6,946
IT Special Projects	23,511
Construction Maintenance Fee	75,000
Designated Tuition	35,000
Designated Tuition	10,000
Designated Tuition	40,000
Nursing Program Fees	8,500
Recreation Fee	8,000
Student Service Fee	4,600
Recreation Fee	5,500
Designated Tuition	450
Designated Tuition	40,000
STAFS - Criminal Justice	15,000
Designated Tuition	600
Advisement Fee	100,000
Executive MBA Program	20,000
Recreation Fee	24,700
STAFS - Criminal Justice	8,300
Distance Learning - Academic Affairs	866
Advisement Fee	28,000
Recreation Fee	18,122
Distance Learning - Academic Affairs	6,096
TPEG Non Resident - Financial Aid	145,000

Total Requested Budget Adjustments This Period:	\$ 724,191
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Cumulative Adjustments Approved by President:

Previously Reported:	\$ 3,019,502
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Distance Learning	\$500,000
Designated Tuition	\$300,000

Total Adjustments Approved by President This Period:	800,000
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Total Cumulative Adjustments Approved by President:	\$ 3,819,502
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Adjusted Budget as of 8/31/2015	\$ 127,944,855
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SAM HOUSTON STATE UNIVERSITY
For the Period Ending 8/31/2015

AUXILIARY ENTERPRISES

Original Budget: \$ 59,751,311

Previously Approved by Board: \$ 1,610,589

Requested Budget Adjustments:

Sam Houston Press	8,500
Inst-Forensic Science, Training & Innovate	16,705
Bearkat Camp	12,540
Inst-Forensic Science, Training & Innovate	9,594
Dining	3,036
Continuing Education	10,000
Sam Houston Press	20,000
University Hotel	93,000
CJ Summer Camps	10,725
Athletic Fee	140,000
Athletic Fee	22,000
University Bookstore	100,000
Bearkat OneCard	11,500
Student Service Fee	4,350
Student Service Fee	232
Bearkat Camp	12,000
Interest on Time Deposits	20,725
Bearkat Camp	11,115
Bearkat OneCard	12,000
Athletic Fee	100,000
Athletic Fee	20,000
Athletic Fee	10,000
Press & Copy Center	15,000
Inst-Forensic Science, Training & Innovate	7,150
Dining	525
School Administration Workshop	2,025
Alumni Relations	25,000
Center for Professional Development	6,500
Press & Copy Center	10,000
Student Service Fee	700
Interest on Time Deposits	8,500
SHSU Freshman Orientation	40,000
Athletic Fee	25,000
Press & Copy Center	20,000
Center for Rural Studies	9,200
Bearkat Camp	6,000
Student Service Fee	4,934

Total Requested Budget Adjustments This Period: \$828,555

Cumulative Adjustments Approved by President:

Previously Reported: \$ 390,000

Total Adjustments Approved by President This Period: \$ -

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 8/31/2015

Total Cumulative Adjustments Approved by President:

390,000

Adjusted Budget as of 8/31/2015

\$ 62,580,455

SUL ROSS STATE UNIVERSITY
2014-2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending August 31, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 27,994,114	\$ -	\$ 80,014	\$ -	\$ 28,074,128
Designated	4,962,476		135,566	181,167	5,279,209
Auxiliary Enterprises	4,822,165		(3,366)		4,818,799
Trust	-				-
Restricted	4,077,815				4,077,815
Total	\$ 41,856,570	\$ -	\$ 212,214	\$ 181,167	\$ 42,249,951

EDUCATION & GENERAL

Original Budget:	<u>\$ 27,994,114</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Across the board faculty and staff raises	<u>80,014</u>
Total Requested Budget Adjustments This Period:	<u>\$ 80,014</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>\$ 28,074,128</u>

DESIGNATED

Original Budget:	<u>\$ 4,962,476</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Across the board faculty and staff raises	<u>135,566</u>
Total Requested Budget Adjustments This Period:	<u>\$ 135,566</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 181,167
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 181,167</u>
Adjusted Budget:	<u>\$ 5,279,209</u>

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 4,822,165</u>
Previously Approved by Board:	<u>\$ -</u>

SUL ROSS STATE UNIVERSITY

Requested Budget Adjustments:
Across the board faculty and staff raises (3,366)
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: \$ 4,822,165

TRUST

Original Budget: \$ -

Previously Approved by Board: \$ -
Requested Budget Adjustments:
None -
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:
Previously Reported: \$ -
Approved This Period: None -
Total Adjustments Approved by President This Period: -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ -

RESTRICTED

Original Budget: \$ 4,077,815

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: \$ 4,077,815

Texas State University

FISCAL YEAR 2015 OPERATING BUDGET AND RELATED ADJUSTMENTS For the Period Ending August 31, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	252,297,550	5,269,359	689,357	247,976	258,504,242
Designated	215,793,200	47,159,759	3,830,903	4,377,593	271,161,454
Auxiliary Enterprises	132,661,850	7,415,633	5,209,000	1,546,978	146,833,461
Total	600,752,600	59,844,750	9,729,260	6,172,547	676,499,157

EDUCATION & GENERAL

Original Budget:	252,297,550
Previously Approved by Board:	5,269,359
Requested Budget Adjustments:	
Increase budget for Hazlewood reimbursement	1,117,678
Decrease budget for Tuition Revenue Bond debt service to be returned to	-428,321
Total requested budget adjustments this period:	689,357
Cumulative Adjustments Approved by President:	
Previously Reported:	213,689
Approved This Period:	
Using reserves for Child Development Center renovations	26,827
Increase budget for Biology Lab Fees	4,081
Increase budget for Speech, Hearing and Language Clinic	1,500
Prior year carry forwards:	1,879
Total adjustments approved by President this period:	34,287
Total Cumulative Adjustments Approved by President:	247,976
Adjusted Budget:	258,504,242

DESIGNATED

Original Budget:	215,793,200
Previously Approved by Board:	47,159,759
Requested Budget Adjustments:	
Using Library Fee reserves for renovations	1,036,945
Using reserves for Camp flood damage	650,000
Using reserves for UDC Warehouse flood recovery	500,000
Increase budget for Undergraduate Admissions	473,815

Texas State University

Increase budget for Orientation	435,942
Increase budget for Sponsored Programs	325,225
Increase budget for Tx JCTC	250,338
Increase budget for Band	236,000
Using Computer Service Fee reserves for renovations	180,850
Increase budget for Miscellaneous Events (8 events)	172,138
Increase budget for Orchestra	126,121
Increase budget for ALERRT Training	121,822
Increase budget for Mathworks	116,692
Increase budget for Choir	111,913
Increase budget for Driver Training	110,780
Increase budget for Teacher Fellows	100,000
Move budget for Hazlewood reimbursement to E&G	-1,117,678
Total requested budget adjustments this period:	3,830,903

Cumulative Adjustments Approved by President:

Previously Reported:

2,811,715

Approved This Period:

Increase budget for ETS Testing	94,981
Increase budget for Cat Camp	87,868
Increase budget for Sound Recording Studio	83,208
Increase budget for Alarm Monitoring	61,888
Increase budget for Meadows Center	61,258
Increase budget for Continuing Education Programs	59,255
Increase budget for Athletics Training Camp	52,028
Increase budget for Physical Therapy	51,644
Increase budget for Theatre Camp	49,450
Increase budget Extension	43,394
Increase budget for Jazz	39,727
Increase budget for Career Alternatives in Special Ed	39,348
Increase budget for CPM Program	38,346
Increase budget for RSC-MBE Operations	36,485
Increase budget for Vocational Certification Fee	32,971
Increase budget for Geography	32,721
Increase budget for TSIE	32,432
Increase budget for Health & Human Performance Events	30,729
Increase budget for Play Therapy	29,225
Increase budget for HHP Autism Camp	29,054
Increase budget for Band	26,227
Increase budget for RSC-Cleanroom Operating	22,516
Increase budget for royalty revenue	21,182
Increase budget for International Piano Festival	21,000
Increase budget for Testing Support	20,000
Increase budget for FACTS Community Services	20,000
Increase budget for HHP Laundry & Locker	18,229
Increase budget for Women in Science & Engineering Conference	17,462
Increase budget for Educator Preparation	17,457
Increase budget for Assessment and Counseling Clinic	16,467
Increase budget for Transcripts	15,000

Texas State University

Increase budget for RSC-Liquid Nitrogen Operating	15,000
Increase budget for Institutional Health IT	14,643
Increase budget for University Staff Council Staff	13,848
Increase budget for Early Childhood Center	13,739
Increase budget for Theatre Audition	13,716
Increase budget for Music Productions	13,484
Increase budget for lab equipment	13,394
Increase budget for Travel/Vendor Fair	13,122
Increase budget for JCK 11th Floor	13,079
Increase budget for RSC-Analysis ADC	12,292
Increase budget for Evans Auditorium	12,141
Increase budget for Parent/Family Relation	12,000
Increase budget for International Student Operations	12,000
Increase budget for Electronic Waste & Recycle Programs	11,604
Increase budget for Gifted/Talented Center	11,075
Increase budget for Materials Management Services	10,800
Increase budget for Athletic Training Education	10,092
Increase budget for HHP Internship	10,000
Increase budget for HUB Forum	9,882
Increase budget for DARS Assistance	9,075
Increase budget for Tomas Rivera Book Award	8,365
Increase budget for RSC-Cleanroom ADC	8,310
Increase budget for Hostage Negotiation Workshop	8,098
Increase budget for Feria	7,795
Increase budget for Nursing Simulation Lab	7,488
Increase budget for Graduate Application Fee	6,400
Increase budget for Psychological Testing	6,108
Increase budget for Opera	6,059
Increase budget for Anthropology	5,870
Increase budget for equipment	5,038
Increase budget for Library Services	4,515
Increase budget for Auction Proceeds	4,383
Increase budget for RSC-Advanced Polymer Lab Ops	3,805
Increase budget for Curriculum and Instruction	2,916
Increase budget for Counseling Center	2,329
Increase budget for Business Leadership Workshop	2,018
Increase budget for Consortium Colonial-Latin America	2,000
Increase budget for Beta Gama Sigma	1,897
Increase budget for Counseling Clinic	1,000
Increase budget for Wiltliff Collect Services	975
Increase budget for Teaching Theatre	800
Increase budget for Grosvenor Center	688
Increase budget for Bootcamp	500
Increase budget for SPSS Projects	166
Increase budget for Biology Conferences & Workshops	140
Decrease budget for Tx JCTC	-200
Decrease budget for Driver Training	-18,000
Prior year carry forwards	39,880
Total adjustments approved by President this period:	1,565,877

Texas State University

Total Cumulative Adjustments Approved by President:	<u>4,377,593</u>
Adjusted Budget:	<u>271,161,454</u>
 AUXILIARY ENTERPRISES	
Original Budget:	<u>132,661,850</u>
Previously Approved by Board:	<u>7,415,633</u>
Requested Budget Adjustments:	
Using Athletics reserves for University Event Center Expansion	5,000,000
Using Campus Recreation reserves for custodial contractors	109,000
Increase budget for Student Center Event Management	<u>100,000</u>
Total requested budget adjustments this period:	<u>5,209,000</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>983,365</u>
Approved This Period:	
Increase budget for Student Center Food Services	75,000
Increase budget for Student Center Fee	71,000
Using Student Service Fee reserves for Bobcat Preview	69,000
Using Student Center Fee reserves for renovations	48,842
Increase budget for Athletics-Volleyball	46,002
Increase budget for Auxiliary Facilities Rental	40,069
Increase budget for Parking Services	38,041
Increase budget for Athletics-Track	31,880
Increase budget for Postal Retail Unit	29,500
Increase budget for ID Services	25,000
Increase budget for Allied Arts	23,740
Increase budget for Fine Arts Box Office	17,666
Increase budget for Dramatics	10,000
Increase budget for Campus Recreation	8,100
Increase budget for Recreational Sports	7,050
Increase budget for Auxiliary Method	5,662
Increase budget for Athletics-Women's Golf	4,697
Increase budget for KTSW Radio	4,500
Increase budget for Dance Production	2,000
Increase budget for Athletics-Softball Women's	1,737
Increase budget for Health Promotions	1,000
Increase budget for Athletics-Soccer	669
Increase budget for Athletics-Basketball Women's	111
Prior year carry forwards	<u>2,348</u>
Total adjustments approved by President this period:	<u>563,613</u>
Total Cumulative Adjustments Approved by President:	<u>1,546,978</u>
Adjusted Budget:	<u>146,833,461</u>

Lamar Institute of Technology

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,949,160	\$ -	\$ -	\$ 301,350	\$ 15,250,510
Designated	5,218,255			6,680	5,224,935
Auxiliary Enterprises	2,110,000			25,465	2,135,465
Trust	-			-	-
Restricted	-			-	-
Total	\$ 22,277,415	\$ -	\$ -	\$ 333,495	\$ 22,610,910

EDUCATION & GENERAL

Original Budget:	<u>\$ 14,949,160</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:	301,350
Approved This Period:	
Cancel prior year encumbrance	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 301,350</u>
Adjusted Budget:	<u>\$ 15,250,510</u>

DESIGNATED

Original Budget:	<u>\$ 5,218,255</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	6,680
Approved This Period:	
Cancel prior year encumbrance	
Transfer budget between funds	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 6,680</u>
Adjusted Budget:	<u>\$ 5,224,935</u>

Lamar Institute of Technology

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 2,110,000</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 25,465
Approved This Period:	
Transfer budget between funds	
Cancel prior year encumbrance	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 25,465</u>
Adjusted Budget:	<u>\$ 2,135,465</u>

TRUST

Original Budget:	<u>\$ -</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ -</u>

Lamar Institute of Technology

RESTRICTED

Original Budget:	<u>\$ -</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Prior Year Encumbrances	-
	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ -</u>

Fund	Lamar State College - Orange Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,208,062	\$ (50,005)	\$ -	\$ 5,525	\$ 14,163,582
Designated	5,675,012	423,995	30,000	13,318	6,142,325
Auxiliary Enterprises	873,058	-	-	3,419	876,477
Total	\$ 20,756,132	\$ 373,990	\$ 30,000	\$ 22,262	\$ 21,182,384

EDUCATION & GENERAL

Original Budget:	<u>\$ 14,208,062</u>
Previously Approved by Board:	<u>\$ (50,005)</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 5,525
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 5,525</u>
Adjusted Budget:	<u>\$ 14,163,582</u>

DESIGNATED

Original Budget:	<u>\$ 5,675,012</u>
Previously Approved by Board:	<u>\$ 423,995</u>
Requested Budget Adjustments:	
Brown Estate	<u>30,000</u>
Total Requested Budget Adjustments This Period:	<u>\$ 30,000</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 13,318
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 13,318</u>
Adjusted Budget:	<u>\$ 6,142,325</u>

Lamar State College - Orange

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 873,058</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:	\$ 3,419
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 3,419</u>
Adjusted Budget:	<u>\$ 876,477</u>

Lamar State College Port Arthur

FISCAL YEAR 2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending August 31, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,024,626	\$ (1,489,808)	\$ (437,000)	\$ 53,402	\$ 14,151,220
Designated	2,585,844	1,200,736	684,600	24,880	4,496,060
Auxiliary Enterprises	1,889,217	24,933	-	20,293	1,934,443
Total	<u>\$ 20,499,687</u>	<u>\$ (264,139)</u>	<u>\$ 247,600</u>	<u>\$ 98,575</u>	<u>\$ 20,581,723</u>

EDUCATION & GENERAL

Original Budget:	<u>\$ 16,024,626</u>
Previously Approved by Board:	<u>(1,489,808)</u>
Requested Budget Adjustments:	
Reclassification of Budgeted Expenditures	<u>(437,000)</u>
Total Requested Budget Adjustments This Period:	<u>(437,000)</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>75,229</u>
Approved This Period:	
Net Position Elimination	<u>(21,828)</u>
Total Adjustments Approved by President This Period:	<u>(21,828)</u>
Total Cumulative Adjustments Approved by President:	<u>53,402</u>
Adjusted Budget:	<u>\$ 14,151,220</u>

DESIGNATED

Original Budget:	<u>\$ 2,585,844</u>
Previously Approved by Board:	<u>1,200,736</u>
Requested Budget Adjustments:	
Advertising for Fall 2015	45,000
Utilities	86,600
Purchase of Servers	116,000
Reclassification of Budgeted Expenditures	<u>437,000</u>
Total Requested Budget Adjustments This Period:	<u>684,600</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>20,580</u>
Approved This Period:	
Office of the President-Institutional Account	4,000
Physical Education	<u>300</u>
Total Adjustments Approved by President This Period:	4,300

Lamar State College Port Arthur

FISCAL YEAR 2015 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending August 31, 2015

Total Cumulative Adjustments Approved by President:	<u>24,880</u>
Adjusted Budget:	<u>\$ 4,496,060</u>
AUXILIARY ENTERPRISES	
Original Budget:	<u>\$ 1,889,217</u>
Previously Approved by Board:	<u>24,933</u>
Requested Budget Adjustments:	<u> </u>
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>20,293</u>
Approved This Period:	<u> </u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>20,293</u>
Adjusted Budget:	<u>\$ 1,934,443</u>

TSUS: Adjustment of Budgets

Recommendation

The proposed Budget Adjustments for the Texas State University System administration office and components be approved.

FISCAL YEAR 2016

	9/1/2015 Original Budget	9/30/2015 Adjusted Budget
System Administration	\$8,924,695	\$8,924,695
Lamar University	186,544,463	187,709,921
Sam Houston State University	291,361,211	296,126,788
Sul Ross State University	27,625,879	27,625,879
Sul Ross Rio Grande College	8,061,220	8,061,220
Texas State University	505,861,245	505,861,245
Lamar Institute of Technology	23,288,315	23,697,731
Lamar State College-Orange	18,496,629	19,138,118
Lamar State College-Port Arthur	19,592,537	19,880,900
System Total	<u>\$1,089,756,194</u>	<u>\$1,097,026,497</u>

Explanation

In accordance with the *System Rules and Regulations, Chapter III, Section 1.3 Financial Matters*, budget adjustments shall be submitted to the Board of Regents for approval.

TEXAS STATE UNIVERSITY SYSTEM
2015-2016 OPERATING BUDGET & RELATED ADJUSTMENTS
For the Period Ending 09/30/2015

	Adjustments Requiring Board Approval			Adjustments Approved by Chancellor	Adjusted Revenue Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
EDUCATIONAL AND GENERAL REVENUE BUDGET					
State General Revenue	\$1,425,000				\$1,425,000
Employee Benefits - Retirement	93,036				\$93,036
Employee Benefits - Group Insurance	123,457				\$123,457
Employee Benefits - Social Security	189,819				\$189,819
Investment Income	4,000				\$4,000
Texas State University System Foundation	51,400				\$51,400
Central Service Charge	8,633,271				\$8,633,271
Fund Balance	0				\$0
Deferred Compensation Transfer In	200,000				\$200,000
Totals	<u>\$10,719,983</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$10,719,983</u>

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET (ORIGINAL)

\$10,719,983

Adjustments Previously Approved:

Board	Chancellor
<u>\$0</u>	<u>\$0</u>

	Original Budget	Adjustments		Adjusted Expenditure Budget
		Prior Periods	This Period	
Salaries and Wages	\$4,668,783			\$4,668,783
Employee Fringe Benefits	1,227,349			1,227,349
Professional Fees	1,448,901			1,448,901
Travel	230,886			230,886
Material and Supplies	131,442			131,442
Communications and Utilities	50,330			50,330
Repairs and Maintenance	3,900			3,900
Rentals and Leases	124,257			124,257
Printing and Reproduction	29,960			29,960
Other	1,008,887			1,008,887
Furniture and Equipment	0			0
Deferred Compensation Transfer Out	280,000			280,000
Plant Funds	1,515,288			1,515,288
Totals	<u>\$10,719,983</u>	<u>\$0</u>	<u>\$0</u>	<u>\$10,719,983</u>

Total Adjustments Submitted for Board Approval this Period

\$0

Total Adjustments Approved by Chancellor This Period:

\$0

Total Cumulative Adjustments Approved by Board:

0

Total Cumulative Adjustments Approved by Chancellor:

0

EDUCATIONAL AND GENERAL EXPENDITURE BUDGET ADJUSTED

\$ 10,719,983

LAMAR UNIVERSITY
 2015-2016 OPERATING BUDGET AND RELATED ADJUSTMENTS
 For Period Ending 09/30/2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 115,281,916	\$ -	\$ 1,078,458	\$ -	116,360,374
Designated	84,388,911		(1,115,450)	-	83,273,461
Auxiliary Enterprises	43,555,387	-	62,000	-	43,617,387
Total	\$ 243,226,214	\$ -	\$ 25,008	\$ -	243,251,222

EDUCATION & GENERAL

Original Budget:	<u>115,281,916</u>
Previously Approved by Board:	<u>-</u>
Requested Budget Adjustments:	
Salary Increases	
New Positions	
Assistant Professors -Education (7 @ 70,000)	490,000
Senior Director of Facilities	114,000
Construction Manager	46,000
Honors Coordinator	40,000
Assistant Professors Kineiology	190,958
Study Abroad Coordinator	32,500
Distance Clinical Professors (3 @ 55,000)	165,000
Total Requested Budget Adjustments This Period:	<u>1,078,458</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>116,360,374</u>

DESIGNATED

Original Budget:	<u>84,388,911</u>
Previously Approved by Board:	<u>-</u>
Requested Budget Adjustments:	
Administrative Associate-Education	25,008
Transfer to Education and General	(1,078,458)
Transfer to Auxiliary	(62,000)
Total Requested Budget Adjustments This Period:	<u>(1,115,450)</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	

Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	-
Adjusted Budget:	<u>83,273,461</u>
AUXILIARY ENTERPRISES	
Original Budget:	<u>43,555,387</u>
Previously Approved by Board:	<u> </u>
Requested Budget Adjustments:	
Associate Director -Athletics	62,000
Total Requested Budget Adjustments This Period:	<u>62,000</u>
Cumulative Adjustments Approved by President:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>0</u>
Adjusted Budget:	<u>43,617,387</u>

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 09/30/2015

Fund	Adjustments Requiring Board Approval			Adjustments Approved by President(YTD)Over 150k	Adjusted Budget
	Original Budget(2016)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 119,728,974	\$ -	\$ 55,548	\$ -	\$ 119,784,522
Designated	\$ 133,641,839	\$ -	\$ 331,150	\$ 754,722	\$ 134,727,711
Auxiliary Enterprises	\$ 62,540,911	\$ -	\$ 166,157	\$ 3,458,000	\$ 66,165,068
Trust	-	-	-	-	-
Restricted	-	-	-	-	-
Total	\$ 315,911,724	\$ -	\$ 552,855	\$ 4,212,722	\$ 320,677,301

EDUCATION & GENERAL

Original Budget: \$ 119,728,974

Previously Approved by Board: \$ -

Educational and General \$ 30,791

Law Enforcement Management of Texas \$ 22,718

Correctional Management of Texas \$ 2,039

Requested Budget Adjustments:

Total Requested Budget Adjustments This Period: 55,548

Cumulative Adjustments Approved by President:

Previously Reported: \$ -

Total Adjustments Approved by President This Period: \$ -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget as of 09/30/2015 **\$ 119,784,522**

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 09/30/2015

DESIGNATED

Original Budget:	\$	133,641,839
Previously Approved by Board:	\$	-
Requested Budget Adjustments:		
Advisement Fee		\$70,000
Advisement Fee		\$52,800
Installment Payment Fee		\$98,500
Deficiency Plan Fee		\$11,534
Veterans Affairs Support		\$6,000
CMIT Probation Certificate Training		\$35,100
Vehicle Fleet Rental		\$25,000
Convenience Fee - Credit Card		\$2,400
Admin Allow Fin Aid		\$24,816
Texas Center for Law Enforcement		\$5,000
Total Requested Budget Adjustments This Period:	\$	331,150
Cumulative Adjustments Approved by President:		
Previously Reported:	\$	-
Designated Tuition		\$177,022
SHSU Designated Scholarship Fund		\$277,700
Construction Maintenance Fee		\$300,000
Total Adjustments Approved by President This Period:		754,722
Total Cumulative Adjustments Approved by President:	\$	754,722
Adjusted Budget as of 09/30/2015	\$	134,727,711

SAM HOUSTON STATE UNIVERSITY
For the Period Ending 09/30/2015

AUXILIARY ENTERPRISES

Original Budget:	\$ <u>62,540,911</u>
Previously Approved by Board:	\$ <u>-</u>
Requested Budget Adjustments:	
Recreational Sports Athletics	\$5,000
Bearkat OneCard	\$46,592
Center for Professional Development	\$30,000
Sunrise Apartments	\$1,145
Interest on Time Deposit	\$15,640
Center for Professional Development	\$50,000
Student Service Fee	\$16,055
Student Service Fee	\$1,725
Total Requested Budget Adjustments This Period:	<u>\$166,157</u>
 Cumulative Adjustments Approved by President:	
Previously Reported:	\$ <u>-</u>
Housing	\$3,458,000
Total Adjustments Approved by President This Period:	<u>\$ 3,458,000</u>
Total Cumulative Adjustments Approved by President:	<u>3,458,000</u>
Adjusted Budget as of 09/30/2015	<u>\$ 66,165,068</u>

SUL ROSS STATE UNIVERSITY
 2015-2016 OPERATING BUDGET AND RELATED ADJUSTMENTS
 For the Period Ending September 30, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 27,894,717	\$ -	\$ -	\$ -	\$ 27,894,717
Designated	4,744,760		-	-	4,744,760
Auxiliary Enterprises	5,703,702		-		5,703,702
Trust	-				-
Restricted	5,654,258				5,654,258
Total	\$ 43,997,437	\$ -	\$ -	\$ -	\$ 43,997,437

EDUCATION & GENERAL

Original Budget:	<u>\$ 27,894,717</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Across the board faculty and staff raises	-
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>\$ 27,894,717</u>

DESIGNATED

Original Budget:	<u>\$ 4,744,760</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Across the board faculty and staff raises	-
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>\$ 4,744,760</u>

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 5,703,702</u>
Previously Approved by Board:	<u>\$ -</u>

SUL ROSS STATE UNIVERSITY

Requested Budget Adjustments: _____
Across the board faculty and staff raises _____ -
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:
Previously Reported: \$ -
Approved This Period:
None _____ -
Total Adjustments Approved by President This Period: _____ -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ 5,703,702

TRUST

Original Budget: \$ -

Previously Approved by Board: \$ -
Requested Budget Adjustments:
None _____ -
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:
Previously Reported: \$ -
Approved This Period:
None _____ -
Total Adjustments Approved by President This Period: _____ -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ -

RESTRICTED

Original Budget: \$ 5,654,258

Previously Approved by Board: \$ -
Requested Budget Adjustments:
None _____ -
Total Requested Budget Adjustments This Period: \$ -

Cumulative Adjustments Approved by President:
Previously Reported: \$ -
Approved This Period:
None _____ -
Total Adjustments Approved by President This Period: _____ -

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ 5,654,258

Texas State University

FISCAL YEAR 2016 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending September 30, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	242,303,129	0	0	0	242,303,129
Designated	236,622,000	0	0	0	236,622,000
Auxiliary Enterprises	137,043,000	0	0	0	137,043,000
Total	615,968,129	0	0	0	615,968,129

EDUCATION & GENERAL

Original Budget:	<u>242,303,129</u>
Previously Approved by Board:	<u>0</u>
Requested Budget Adjustments:	
Total requested budget adjustments this period:	<u>0</u>
Cumulative Adjustments Approved by President: Previously Reported:	<u> </u>
Approved This Period:	
Total adjustments approved by President this period:	<u>0</u>
Total Cumulative Adjustments Approved by President:	<u>0</u>
Adjusted Budget:	<u>242,303,129</u>

DESIGNATED

Original Budget:	<u>236,622,000</u>
Previously Approved by Board:	<u>0</u>
Requested Budget Adjustments:	
Total requested budget adjustments this period:	<u>0</u>
Cumulative Adjustments Approved by President: Previously Reported:	<u> </u>
Approved This Period:	
Total adjustments approved by President this period:	<u>0</u>

Texas State University

Total Cumulative Adjustments Approved by President: 0

Adjusted Budget: 236,622,000

AUXILIARY ENTERPRISES

Original Budget: 137,043,000

Previously Approved by Board: 0

Requested Budget Adjustments:

Total requested budget adjustments this period: 0

Cumulative Adjustments Approved by President:
Previously Reported: _____

Approved This Period: _____

Total adjustments approved by President this period: 0

Total Cumulative Adjustments Approved by President: 0

Adjusted Budget: 137,043,000

Fund	Lamar Institute of Technology Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,424,950	\$ -	\$ -	\$ 311,133	\$ 16,736,083
Designated	6,569,490			71,669	6,641,159
Auxiliary Enterprises	2,608,000			26,614	2,634,614
Trust	-			-	-
Restricted	-			-	-
Total	\$ 25,602,440	\$ -	\$ -	\$ 409,415	\$ 26,011,855

EDUCATION & GENERAL

Original Budget:	<u>\$ 16,424,950</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 Encumbrance	311,133
Total Adjustments Approved by President This Period:	<u>311,133</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 311,133</u>
Adjusted Budget:	<u>\$ 16,736,083</u>

DESIGNATED

Original Budget:	<u>\$ 6,569,490</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Prior Year Encumbrance	71,669
Total Adjustments Approved by President This Period:	<u>71,669</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 71,669</u>
Adjusted Budget:	<u>\$ 6,641,159</u>

Lamar Institute of Technology

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 2,608,000</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Prior Year Encumbrance	26,614
Total Adjustments Approved by President This Period:	<u>26,614</u>
 Total Cumulative Adjustments Approved by President:	 <u>\$ 26,614</u>
 Adjusted Budget:	 <u>\$ 2,634,614</u>

TRUST

Original Budget:	<u>\$ -</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	-
Total Adjustments Approved by President This Period:	<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> -

Fund	Lamar State College - Orange Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 15,307,033	\$ -	\$ 375,000	\$ -	\$ 15,682,033
Designated	5,620,464	-	246,755	10,521	5,877,740
Auxiliary Enterprises	817,054	-	-	9,213	826,267
Total	\$ 21,744,551	\$ -	\$ 621,755	\$ 19,734	\$ 22,386,040

EDUCATION & GENERAL

Original Budget:	<u>\$ 15,307,033</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Multipurpose Education Building	<u>375,000</u>
Total Requested Budget Adjustments This Period:	<u>\$ 375,000</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>\$ 15,682,033</u>

DESIGNATED

Original Budget:	<u>\$ 5,620,464</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
Continuing Education	<u>246,755</u>
Total Requested Budget Adjustments This Period:	<u>\$ 246,755</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Continuing Education-Welding	<u>10,521</u>
Total Adjustments Approved by President This Period:	<u>10,521</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 10,521</u>
Adjusted Budget:	<u>\$ 5,877,740</u>

Lamar State College - Orange

AUXILIARY ENTERPRISES

Original Budget:	<u>\$ 817,054</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:	
Financial Aid Books	<u>9,213</u>
Total Adjustments Approved by President This Period:	9,213
Total Cumulative Adjustments Approved by President:	<u>\$ 9,213</u>
Adjusted Budget:	<u>\$ 826,267</u>

Lamar State College Port Arthur

FISCAL YEAR 2016 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending September 30, 2015

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 13,858,739	\$ -	\$ 100,000	\$ 18,063	\$ 13,976,802
Designated	3,990,196	-	144,000	26,300	4,160,496
Auxiliary Enterprises	1,743,602	-	-	-	1,743,602
Total	\$ 19,592,537	\$ -	\$ 244,000	\$ 44,363	\$ 19,880,900

EDUCATION & GENERAL

Original Budget:	<u><u>\$ 13,858,739</u></u>
Previously Approved by Board:	_____
Requested Budget Adjustments:	_____
HEAF Technology Building Planning	100,000

Total Requested Budget Adjustments This Period:	<u><u>100,000</u></u>
Cumulative Adjustments Approved by President:	_____
Previously Reported:	_____
Approved This Period:	_____
Position Reclassification	6,201
HEAF Enrollment Services	6,000
HEAF Building Expenditures	5,862
Total Adjustments Approved by President This Period:	<u><u>18,063</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>18,063</u></u>
Adjusted Budget:	<u><u>\$ 13,976,802</u></u>

DESIGNATED

Original Budget:	<u><u>\$ 3,990,196</u></u>
Previously Approved by Board:	_____
Requested Budget Adjustments:	_____
Ellucian Consultants	54,000
Summer Theater Production	55,000
Set up of Enrollment Services	35,000
Total Requested Budget Adjustments This Period:	<u><u>144,000</u></u>
Cumulative Adjustments Approved by President:	_____
Previously Reported:	_____
Approved This Period:	_____
Technology Building Planning	20,000
Employee Assistance Program	6,300
Total Adjustments Approved by President This Period:	<u><u>26,300</u></u>

Lamar State College Port Arthur

FISCAL YEAR 2016 OPERATING BUDGET AND RELATED ADJUSTMENTS
For the Period Ending September 30, 2015

Total Cumulative Adjustments Approved by President:	<u>26,300</u>
Adjusted Budget:	<u>\$ 4,160,496</u>
AUXILIARY ENTERPRISES	
Original Budget:	<u>\$ 1,743,602</u>
Previously Approved by Board:	_____
Requested Budget Adjustments:	_____
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>_____</u>
Approved This Period:	_____
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>\$ 1,743,602</u>

TSUS: Statement of Budgeted Fund Balances

TEXAS STATE UNIVERSITY SYSTEM

STATEMENT OF BUDGETED FUND BALANCES

EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT

COLUMN 1

Description of fund balances by fund group and source of funds.

COLUMN 2

Fund balances as reported in the Annual Financial Report.

COLUMN 3

Fund balances included as a source of support for the 2014 fiscal year operating budget approved by the Board of Regents.

COLUMN 4

Additional Board of Regents approved usage of available beginning fund balances.

COLUMN 5

Net available fund balances. {Column 2 minus Columns 3 and 4}

UNRESTRICTED CURRENT FUND BALANCES

Funds representing the net accumulation, over the years, of the excess of current funds revenues over current funds expenditures and transfers. It is available for future operating purposes or any other use determined by the Board to the extent that the total fund balance exceeds the amount reported as Reserved.

COLUMN 6

Reservations for third party claims that have not materialized as liabilities against resources and the existence of assets that, because of their non-monetary nature or lack of liquidity, represent financial resources not available for current appropriation or expenditure.

TEXAS STATE UNIVERSITY SYSTEM
STATEMENT OF BUDGETED FUND BALANCES
EXPLANATION OF INFORMATION CONTAINED IN THE STATEMENT
(concluded)

Examples of reserved fund balances:

Reserve for Encumbrances
Reserve for Accounts Receivable
Reserve for Inventories
And Etc.

COLUMN 7

The allocation of the Unreserved Fund Balances represents managements' decision to assign tentative resources for definite plans and/or usages. It is within management's prerogative to change allocations and/or to designate these resources as unallocated.

COLUMN 8

The Unallocated balance of the Unreserved Fund Balances is the balance after considering the Reserved and Allocated designations.

NON-CURRENT FUNDS

Fund groups not available for current operating needs are classified as Non-current Funds. It should be noted that these funds are not included in the annual operating budgets that are approved by the Board.

COLUMN 9

Quasi-Endowments are funds functioning as endowments and are created by the Board of Regents. The funds, generally derived from current funds, are retained and invested for use to satisfy specific purposes. As a general rule these funds can be unendowed by the Board and returned to their status as a current fund.

Plant Funds are used to account for financial activities related to the institutions fixed assets. Fund balances within the Plant Funds are comprised primarily of Net Investment in Plant, funds held for the Retirement of Indebtedness, and funds needed to complete current construction contracts. Institutions may hold funds for anticipated or scheduled (projected) building projects. The institutions may revert these funds to current operating funds for utilization for operating purposes.

TEXAS STATE UNIVERSITY SYSTEM
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2014	ORIGINAL	SUPPLEMENTAL	BALANCE 8/31/2015		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	4,993,444.95			5,241,478.03		5,241,478.03		
TOTAL DESIGNATED	4,993,444.95	0.00	0.00	5,241,478.03	0.00	5,241,478.03	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	7,652,706.05			7,467,444.98				7,467,444.98
	7,652,706.05	0.00	0.00	7,467,444.98	0.00	0.00	0.00	7,467,444.98
PLANT FUNDS								
Invested in Capital Assets, Capital Projects	(842,301,608.28) (6,301,027.02)			(906,530,167.68) (9,426,651.07)				(906,530,167.68) (9,426,651.07)
TOTAL PLANT FUNDS	(848,602,635.30)	0.00	0.00	(915,956,818.75)	0.00	0.00	0.00	(915,956,818.75)
TOTAL ALL FUNDS	(835,956,484.30)	0.00	0.00	(903,247,895.74)	0.00	5,241,478.03	0.00	(908,489,373.77)

LAMAR UNIVERSITY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2014	ORIGINAL	SUPPLEMENTAL	BALANCE 8/31/2015		ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Dedicated GR Funds	31,843.75			31,843.75	31,843.75			
THECB Nursing Shortage	203,324.46			203,324.46	203,324.46			
HEAF	762,822.15			762,822.15			762,822.15	
TOTAL E&G	997,990.36	0.00	0.00	997,990.36	235,168.21	0.00	762,822.15	0.00
DESIGNATED								
Designated Tuition	7,288,614.50			7,288,614.50	1,332,316.24		5,956,298.26	
Information Technology	3,232,977.18			3,232,977.18	2,550,000.00		682,977.18	
Library Fees	211,909.53			211,909.53		211,909.53		
All Other Fees	736,855.76			736,855.76		736,855.76		
Distance Education	(21,404.42)			(21,404.42)			(21,404.42)	
Sales and Services	480,343.01			480,343.01		480,343.01		
Institutional Scholarships	7,426,664.46			7,426,664.46				7,426,664.46
Other Income	2,069,405.01			2,069,405.01		2,069,405.01		
TOTAL DESIGNATED	21,425,365.03	0.00	0.00	21,425,365.03	3,882,316.24	3,498,513.31	6,617,871.02	7,426,664.46
AUXILIARY								
Student Service Fees	(1,750,867.25)			(1,750,867.25)				
Medical Service Fees	303,566.37			303,566.37		303,566.37		
Student Center Fees	1,018,844.13			1,018,844.13		236,920.60		
Bookstore	2,015,086.23			2,015,086.23			2,015,086.23	
Parking	625,611.39			625,611.39		625,611.39		
Food Service	1,768,137.39			1,768,137.39			1,768,137.39	
Student Housing	4,521,247.41			4,521,247.41	4,521,247.41			
Montagne Center	(3,392,097.18)			(3,392,097.18)				
Athletic Fee	(5,941,491.58)			(5,941,491.58)				
Auxiliary Donation	1,034,993.67			1,034,993.67	1,034,993.67			
Other	476,031.04			476,031.04		476,031.04		
TOTAL AUXILIARY	679,061.62	0.00	0.00	679,061.62	5,556,241.08	1,642,129.40	3,783,223.62	0.00
RESTRICTED CURRENT FUNDS								
	8,506,165.45			8,506,165.45				8,506,165.45
LOAN FUNDS								
	1,385,796.75			1,385,796.75				1,385,796.75
ENDOWMENT AND SIMILAR FUNDS								
	19,791,400.45			19,791,400.45				19,791,400.45
PLANT FUNDS								
Administration Building	5,003,419.76			5,003,419.76		5,003,419.76		
General Construction	1,920,382.41			1,920,382.41		1,920,382.41		
Series 2013 Energy Bond	2,763,571.73			2,763,571.73		2,763,571.73		
HEAF - Construction	9,933,024.54			9,933,024.54	0.00	9,933,024.54	0.00	
TOTAL PLANT FUNDS	19,620,398.44	0.00	0.00	19,620,398.44	0.00	19,620,398.44	0.00	0.00
TOTAL ALL FUNDS	72,406,178.10	0.00	0.00	72,406,178.10	9,673,725.53	24,761,041.15	11,163,916.79	37,110,027.11

SAM HOUSTON STATE UNIVERSITY
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 - August 31, 2015

DESCRIPTION	AVAILABLE BALANCE 9/1/2014	BUDGETED		AVAILABLE BALANCE 8/31/2015	RESERVED	CURRENT FUNDS UNRESERVED		NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
EDUCATIONAL & GENERAL								
Fund 259	\$ 216,701	\$ -	\$ 115,363	\$ 101,339	\$ -	\$ 101,339	\$ -	\$ -
LEMIT	2,055,940	-	-	2,055,940	-	2,055,940	-	-
CMIT	-	-	-	-	-	-	-	-
HEAF	6,958,942	-	-	6,958,942	-	6,958,942	-	-
TOTAL E&G	\$ 9,231,584	\$ -	\$ 115,363	\$ 9,116,221	\$ -	\$ 9,116,221	\$ -	\$ -
DESIGNATED								
Designated Tuition	\$ 325,140	\$ -	\$ 174,322	\$ 150,818	\$ -	\$ 150,818	\$ -	\$ -
Course Fees	9,050	-	-	9,050	-	9,050	-	-
Computer Use Fees	1,284,859	-	-	1,284,859	-	1,284,859	-	-
Advisement Fees	1,258,572	-	338,740	919,832	-	919,832	-	-
Library Fees	357,375	-	100,000	257,375	-	257,375	-	-
Recreation Fees	491,150	-	-	491,150	-	491,150	-	-
All Other Fees	3,939,512	-	544,675	3,394,837	-	3,394,837	-	-
Indirect Cost Recovery	2,179,355	-	-	2,179,355	-	2,179,355	-	-
Continuing Education	-	-	-	-	-	-	-	-
Sales and Services	5,587,957	-	1,384,805	4,203,152	-	4,203,152	-	-
Investment Income	-	-	-	-	-	-	-	-
Other Income	5,662,123	-	-	5,662,123	-	5,662,123	-	-
TOTAL DESIGNATED	\$ 21,095,094	\$ -	\$ 2,542,542	\$ 18,552,551	\$ -	\$ 18,552,551	\$ -	\$ -
AUXILIARY								
Student Service Fees	\$ 1,723,914	\$ -	\$ 33,312	\$ 1,690,602	\$ -	\$ 1,690,602	\$ -	\$ -
Medical Service Fees	941,424	-	-	941,424	-	941,424	-	-
Student Center Fees	473,685	-	-	473,685	-	473,685	-	-
Athletics Student Service Fees	1,227,388	-	708,000	519,388	-	519,388	-	-
Recreational Sports Fees	-	-	-	-	-	-	-	-
Other Student Fees	-	-	-	-	-	-	-	-
Food Service	1,449,556	-	-	1,449,556	-	1,449,556	-	-
Housing	1,178,072	-	-	1,178,072	-	1,178,072	-	-
Other Sales and Services	23,639,489	-	951,791	22,687,699	-	22,687,699	-	-
Investment Income	608,700	-	-	608,700	-	608,700	-	-
TOTAL AUXILIARY	\$ 31,242,229	\$ -	\$ 1,693,103	\$ 29,549,126	\$ -	\$ 29,549,126	\$ -	\$ -
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	\$ 7,251,022	\$ -	\$ -	\$ 7,251,022	\$ -	\$ -	\$ -	\$ 7,251,022
PLANT FUNDS								
HEAF	\$ 132,679	\$ -	\$ -	\$ 132,679	\$ -	\$ -	\$ -	\$ 132,679
Tuition Revenue Bonds	-	-	-	-	-	-	-	-
Current Building Projects	35,301,352	-	-	35,301,352	-	-	-	35,301,352
Projected Building Projects	-	-	-	-	-	-	-	-
TOTAL PLANT FUNDS	\$ 35,434,032	\$ -	\$ -	\$ 35,434,032	\$ -	\$ -	\$ -	\$ 35,434,032
TOTAL ALL FUNDS	\$ 104,253,960	\$ -	\$ 4,351,008	\$ 99,902,952	\$ -	\$ 57,217,898	\$ -	\$ 42,685,054

SUL ROSS STATE UNIVERSITY-COMBINED
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED	SUPPLEMENTAL	AVAILABLE	RESERVED	RESTRICTED	UNRESERVED	
	BALANCE			BALANCE			ALLOCATED	UNALLOCATED
	9/1/2014	ORIGINAL		8/31/2015				
EDUCATIONAL & GENERAL								
Fund 262	141,579.34		-	141,579.34	141,579.34			
HEAF	3,043,234.18			3,043,234.18	3,043,234.18			
TOTAL E&G	3,184,813.52	-	-	3,184,813.52	3,184,813.52	-	-	-
DESIGNATED								
Designated Tuition	1,631,506.00	710,580.00	-	920,926.00		920,926.00		
Course Fees	1,561.98	-		1,561.98		1,561.98		
Computer Use Fees	334,459.44	-		334,459.44		334,459.44		
Advisement Fees				-		-		
Library Fees	93,214.24			93,214.24		93,214.24		
Recreation Fees				-		-		
All other Fees	1,732,722.74	-		1,732,722.74		1,732,722.74		
Indirect cost recovery	589,820.22			589,820.22		589,820.22		
Continuing Education	31,773.88			31,773.88		31,773.88		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	3,709,246.07			3,709,246.07		3,709,246.07		
TOTAL DESIGNATED	8,124,304.57	710,580.00	-	7,413,724.57	-	7,413,724.57	-	-
AUXILIARY								
Student Service Fees	715,038.03	151,102.00	-	563,936.03		563,936.03		
Medical Service Fees	112,716.07	-		112,716.07		112,716.07		
Student Center Fees	(108,423.87)			(108,423.87)		(108,423.87)		
Recreational Sports Fee	126,684.41			126,684.41		126,684.41		
Athletic Fee	(41,223.95)			(41,223.95)		(41,223.95)		
Other Student Fees	150,258.30			150,258.30		150,258.30		
Food Service				-		-		
Housing	1,375,199.40	1,375,199.40		-		-		
Other Sales and Services				-		-		
Investment Income				-		-		
TOTAL AUXILIARY	2,330,248.39	1,526,301.40	-	803,946.99	-	803,946.99	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	-			-		-		
PLANT FUNDS								
HEAF	5,380.80			5,380.80		-		5,380.80
Current Building Projects				-		-		-
Reserve for Debt Service	65,623.98	(1,375,199.40)		1,440,823.38		-		1,440,823.38
Projected Building Projects	938,440.95			938,440.95		-		938,440.95
TOTAL PLANT FUNDS	1,009,445.73	(1,375,199.40)	-	2,384,645.13	-	-	-	2,384,645.13
TOTAL ALL FUNDS	14,648,812.21	861,682.00	-	13,787,130.21	3,184,813.52	8,217,671.56	-	2,384,645.13

TEXAS STATE UNIVERSITY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	CURRENT FUNDS			NON-CURRENT
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE	RESERVED	UNRESERVED	UNRESERVED	FUNDS
	8/31/2014			8/31/2015		ALLOCATED	UNALLOCATED	RESTRICTED
EDUCATIONAL & GENERAL								
Fund 260	3,425,761		1,737,093	1,688,668	1,447,358	241,310		
TOTAL E&G	3,425,761	-	1,737,093	1,688,668	1,447,358	241,310	-	-
DESIGNATED								
Designated Tuition	43,793,399		28,054,087	25,319,259	2,986,076	22,333,183		
Computer Use Fees	5,934,597		2,559,221	4,072,371	412,117	3,660,254		
Advisement Fees	2,794,051		90,000	2,704,051	12,720	2,691,331		
Library Fees	4,905,377		1,756,521	4,185,801	106,712	4,079,089		
All Other Fees	5,025,531		2,109,646	3,044,968	49,009	2,995,959		
Indirect Cost Recovery	3,946,687		3,778,413	245,852	96,400	149,452		
Sales and Services	15,700,763		4,056,013	13,685,616	1,480,546	12,205,070		
Service Departments	3,680,020			3,680,020	2,151,083	1,528,937		
TOTAL DESIGNATED	85,780,425	-	42,403,901	56,937,938	7,294,663	49,643,275	-	-
AUXILIARY								
Student Service Fees	4,923,828		1,729,533	3,538,473	50,568	3,487,905		
Medical Service Fees	1,928,161		51,000	1,928,161	14,703	1,913,458		
Student Center Fees	5,514,537		1,061,501	4,855,291	197,268	4,658,023		
Recreational Sports Fees	2,622,486		433,128	2,554,886	118,771	2,436,115		
Other Student Fees	2,482,087		10,132	2,461,959	270,296	2,191,663		
Food Service	2,217,385		800,000	1,417,385	212,755	1,204,630		
Housing	22,397,337		1,400,000	22,397,337	492,015	21,905,322		
Other Sales and Services	16,378,194		5,726,569	16,195,268	4,758,634	11,436,634		
TOTAL AUXILIARY	58,464,015	-	11,211,864	55,348,760	6,115,010	49,233,750	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	16,427,113			16,427,113				16,427,113
PLANT FUNDS								
HEAF	22,283,090	22,283,090						
Tuition Revenue Bonds	570,967		570,967					
System Revenue Bonds	76,021,573		76,021,573					
Projected Building Projects	25,661,161		25,661,161					
TOTAL PLANT FUNDS	124,536,791	22,283,090	102,253,701	-	-	-	-	-
TOTAL ALL FUNDS	288,634,105	22,283,090	157,606,559	130,402,479	14,857,031	99,118,335	-	16,427,113

LAMAR INSTITUTE OF TECHNOLOGY
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/14			08/31/15				
EDUCATIONAL & GENERAL								
Fund 287	\$663,435			\$663,435	\$0	\$663,435		
HEAF	9,012,331	0	0	9,012,331	9,012,331	0		
TOTAL E&G	9,675,766	0	0	9,675,766	9,012,331	663,435	0	0
DESIGNATED								
Designated Tuition	3,665,539	0	0	3,665,539	0	3,665,539		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	1,117,649	0	0	1,117,649	0	1,117,649		
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	938,462	0	0	938,462	0	938,462		
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	5,721,650	0	0	5,721,650	0	5,721,650	0	0
AUXILIARY								
Student Service Fees	1,279,909	0	0	1,279,909	0	1,279,909		
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	2,140,641	0	0	2,140,641	0	2,140,641		
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	3,420,550	0	0	3,420,550	0	3,420,550	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	0	0	0	0	0	0	0	0
PLANT FUNDS								
HEAF	0	0	0	0	0	0		
T.R.B	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	\$18,817,966	\$0	\$0	\$18,817,966	\$9,012,331	\$9,805,635	\$0	\$0

Lamar State College-Orange
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUGUST 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	9/1/2014			8/31/2015				
EDUCATIONAL & GENERAL								
Fund 285	\$ 158,137			\$ 158,137		\$ 158,137		
HEAF	2,955,077			2,955,077	\$ 2,955,077			
TOTAL E&G	3,113,214	-	-	3,113,214	2,955,077	158,137	-	-
DESIGNATED								
Designated Tuition	4,932,053			4,932,053		4,932,053		
Computer Use Fees	2,430,753	185,000	60,000	2,185,753		2,185,753		
Advisement Fees				-		-		
Library Fees	268,809	40,000		228,809		228,809		
Recreation Fees				-		-		
All Other Fees	277,073			277,073		277,073		
Indirect Cost Recovery	1,601,088			1,601,088		1,601,088		
Continuing Education/ACE	335,675	40,000	16,627	279,048		279,048		
Other Income	330,690			330,690		330,690		
TOTAL DESIGNATED	10,176,141	265,000	76,627	9,834,514	-	9,834,514	-	-
AUXILIARY								
Student Service Fees	2,312,344			2,312,344		2,312,344		
Medical Service Fees				-		-		
Student Center Fees	396,376	28,430		367,946		367,946		
Recreational Sports Fees				-		-		
Other Student Fees	281,441			281,441		281,441		
Food Service	225			225		225		
Housing				-		-		
Other Sales and Services	314,402			314,402		314,402		
Investment Income				-		-		
TOTAL AUXILIARY	3,304,788	28,430	-	3,276,358	-	3,276,358	-	-
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments				-		-		
PLANT FUNDS								
HEAF				-		-		
Current Building Projects				-		-		
Projected Building Projects				-		-		
TOTAL PLANT FUNDS	-	-	-	-	-	-	-	-
TOTAL ALL FUNDS	\$ 16,594,143	\$ 293,430	\$ 76,627	\$ 16,224,086	\$ 2,955,077	\$ 13,269,009	\$ -	\$ -

LAMAR STATE COLLEGE PORT ARTHUR
STATEMENT OF CHANGES IN FUND BALANCES
FOR THE PERIOD SEPTEMBER 1, 2014 THROUGH AUG 31, 2015

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/14			08/31/15				
EDUCATIONAL & GENERAL								
Fund 286	\$1,316,161			\$1,316,161	\$1,316,161			
HEAF	3,786,237	1,189,917	(133,915)	2,730,235	2,730,235			
TOTAL E&G	5,102,398	1,189,917		4,046,396	4,046,396	0	0	0
DESIGNATED								
Designated Tuition	979,031			979,031		979,031		
Institutional Scholarships	185,372			185,372		185,372		
Computer Use Fees	240,357			240,357		240,357		
IT Contingency	155,535			155,535		155,535		
All Other Fees	10,624			10,624		10,624		
Other Income				0		0		
TOTAL DESIGNATED	1,570,919	0	0	1,570,919	0	1,570,919	0	0
AUXILIARY								
Student Service Fees	127,217			127,217		127,217		
Parking Fee	176,751			176,751		176,751		
Bookstore	45,955			45,955		45,955		
Other Sales and Services	54,703			54,703		54,703		
TOTAL AUXILIARY	404,626	0	0	404,626	0	404,626	0	0
ENDOWMENT AND SIMILAR FUNDS								
Quasi-Endowments	1,131,381			1,131,381		0		1,131,381
PLANT FUNDS								
HEAF				0				
T.R.B				0				
Other				0				
TOTAL PLANT FUNDS				0				
TOTAL ALL FUNDS	\$8,209,324	\$1,189,917	\$0	\$7,153,322	\$4,046,396	\$1,975,545	\$0	\$1,131,381

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
LAMAR INSTITUTE OF TECHNOLOGY			
Banner Security, November 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>As of the date of this report, there is one recommendation in progress of being implemented.</p>		
Inter-Component Re-bills LIT Results, October 2013	<p>Use of HEAF funds: Re-bills from LU should not be paid for with HEAF funds. Prior payments of the LU library re-bills which used HEAF funds should be refunded retroactively from other sources.</p>	<p>LIT is no longer paying LU for Library with HEAF funds. LIT is working on a plan to repay the HEAF funds from other sources to cover those costs.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: Prepare Plan: December 31, 2015</p>	In Progress
	<p>Veterans Affairs Chapter 33 Benefits: In order to streamline procedures, procedures should be changed such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits). LU should calculate and remit any remaining funds still held to LIT.</p>	<p>LIT management has not been able to have the veteran’s benefits wired directly to LIT. Since LU certifies both LU and LIT students for hours and cost of attendance for those students receiving VA benefits, the VA will only send payments to the certifying institution, in this case, LU. In consideration of this circumstance, LIT and LU management evaluated alternative methods for processing veteran’s benefits. For LIT to receive the VA payments directly for their students who receive veteran’s benefits, LIT would need to open their own VA certification office. Management has determined that LIT will not open their own VA certification office at this time but rather continue using LU’s certification office. Consequently, LU and LIT agreed that LU will continue receiving the payments with LU implementing a process to timely remit the VA payments to LIT and with LIT implementing a process to monitor receipt of these payments from LU.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: October 31, 2015</p>	Implemented

(*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
Student Services Fees, May 2014	<p>Expenditures charged to the Student Services Fee Fund did not comply with statute. LIT should:</p> <ol style="list-style-type: none"> 1. Ensure that only expenditures allowable by statute are approved by the Student Fee Advisory Committee. 	<p>LIT has ensured that only expenditures allowable by statute are approved by the Student Fee Advisory Committee.</p> <p>Person Responsible: Dr. Jason Smith, Dean of Student Services Ms. Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015</p>	<p>Implemented</p>
	<ol style="list-style-type: none"> 2. Ensure that only expenditures allowable by statute are paid by the Student Services Fee Fund. 3. Ensure that only expenditures approved by the Committee (at its annual or other meetings) are charged to the Student Services Fee Fund. 	<p>LIT has ensured that only expenditures allowable by statute are paid by and charged to the Student Services Fee Fund.</p> <p>Person Responsible: Dr. Jason Smith, Dean of Student Services Ms. Bonnie Albright, Vice President for Finance Timetable for completion: August 31, 2015</p>	<p>Implemented</p>
Annual Financial Report FY 2014, April 2015	<p>LIT should improve AFR procedures and develop documentation.</p>	<p>LIT will develop AFR procedures.</p> <p>Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: December 31, 2015</p>	<p>In Progress</p>
	<p>LIT should:</p> <ol style="list-style-type: none"> 1. Review the operation of funds listed in Appendix A [of the audit report] 2. Correct fund balances as necessary 3. Consider potential appropriate uses for funds with balances available for use 4. Correct accounting procedures or Banner system setup where required, and 5. Ensure that all fund balances are reviewed by management periodically, but at least annually 	<p>Operation of funds are being reviewed and corrected. Accounting procedures and Banner system setup are being updated and old system issues are being resolved.</p> <p>All funds have been reviewed and corrected except 1000, 2350, 2360, and 2715.</p> <p>Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: December 31, 2015</p>	<p>In Progress</p> <p>In Progress</p>
	<p>The Institute should:</p> <ol style="list-style-type: none"> 1. Consider revising the individual's January pay to eliminate the specified deductions. Because of the lapse in time, this will need to be coordinated with the employee's estate. This revision would result in a refund to the Institute, and potentially the employee's estate, of \$923. 	<p>LIT is working with the Social Security Office, IRS, and the employee's estate to amend the reports filed and request the refund.</p> <p>Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: December 31, 2015</p>	<p>In Progress</p>

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Annual Financial Report FY 2014, April 2015 (continued)	LIT should review discount calculation procedures to reduce the likelihood of error.	Procedures have been updated in order to include all scholarships. Staff registration will be gathered using appropriate detail codes. Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: Next AFR completion, October 2015	In Progress
	With regard to the Matrix of Expenses, LIT should: <ol style="list-style-type: none"> 1. Correct the Argos reports used to determine the travel expense data. 2. Ensure adequate management review of adjustments 3. Improve procedures to detail the pass-through expenditures on the lines provided. 	LIT will review the matrix to verify expenses are classified correctly. LIT will improve procedures to detail pass through expenditures on the lines provided. Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: Next AFR completion, October 2015	In Progress
	Management should review procedures to determine if use of individual fund codes would result in simpler procedures and improved control procedures.	LIT will consider using a fund code for each scholarship if it is decided that the separate detail code is not adequate. Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: December 31, 2015	In Progress
	LIT should improve support documentation to facilitate tracing from Banner records into the AFR.	AFR documentation will be better organized to trace Banner records to the AFR. Person Responsible: Bonnie Albright, VP of Finance and Operations Timetable for completion: Next AFR completion, October 2015	In Progress
Technology Services Department, July 2015	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). As of the date of this report, there are five recommendations in progress of being implemented and one recommendation implemented.		
EXTERNAL AUDIT REPORTS (Items will only be reported once)			
AY 2014 A-133 Evaluation and Desk Review, July 2015 (External Audit)	The Texas Higher Education Coordinating Board noted no non-compliance issues.	No management response needed.	Not Applicable

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
LAMAR STATE COLLEGE-ORANGE			
No outstanding reports.			
LAMAR STATE COLLEGE-PORT ARTHUR			
Inter-Component Re-bills, LSC-PA Results, October 2013	The Lamar components should collaborate to update and execute new legal agreements for significant services.	Lamar State College Port Arthur receives an allocation of internal audit services from Lamar University. This allocation has been agreed to by the Lamar Component Finance Vice Presidents. (Internal Audit services fall under the direction of the TSUS Audit Director.) Lamar University does not provide any services to Lamar State College Port Arthur; thus, an inter-component agreement is not needed. Person Responsible: Mary Wickland, VP for Finance Timetable for Completion: October 31, 2015	Implemented
EXTERNAL AUDIT REPORTS (Items will only be reported once)			
AY 2014 A-133 Evaluation and Desk Review, July 2015 (External Audit)	A-133 Audit Findings: None Desk Review Findings: THECB staff noted non-compliance issues in the following areas: 1. Lamar State College -Port Arthur CFDA# 84.048, Award# 11583, Perkins Basic, Schedule A: Salaries & Fringe Benefits: Time & Effort Reporting Lamar State College- Port Arthur failed to provide adequate time and effort reporting documentation as required by the 2013-14 Perkins RFA, Section 9.29 and as stated in 2 CFR Part 220, Section J.10.c.(2). No Time and Effort Reports were submitted for neither M.D nor J.A. Out of these two employees, timesheets were missing for one.	M.D. and J.A. were student note takers. Time and effort reporting was never required for student note takers. Lamar State College Port Arthur’s payroll department is now requiring the submission of three documents before a student payroll can be paid. Those documents are a signed time card, time report from the clock systems, and a time and effort report. Person Responsible: Mary Wickland, VP for Finance Timetable for completion: Implemented, July 28, 2015	Implemented
Desk Review of the TEXAS Grant Program, September 2015 (External Audit)	1. Improve Information Technology processes and controls over security access to the student information system to ensure compliance with 34 CFR 99.31 (FERPA) and Texas Administrative Code Sections 202.70 – 202.76.	a. The current process is being reviewed by the Banner Security Committee to improve the overall process but particularly the assignment of users to classes and objects to classes. That work actually began in December 2014 and was ongoing when the audit was	Implemented

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>a. Improve the review process of Security Classes to prevent over inclusion of inappropriate screen and table objects so that data owners can more reasonable control access.</p> <p>b. Improve the review process of individual user access controls to limit unauthorized access and better protect financial aid information and other student data in the student information system.</p> <p>Provide action steps that will be taken by the college, the scheduled time line for implementation, and the person(s) responsible for implementation to ensure that controls over access to educational records, including both Security Class controls and user access permission controls, are improved to comply with TAC §§ 202.70-202.76 and 34 CFR 99.31 (FERPA) to better protect financial aid and other student data from unauthorized use.</p>	<p>conducted. Lamar State College Port Arthur has implemented all recommendations in regards to Financial Aid security and access has been modified accordingly. The comprehensive review process continues and will implement any other necessary changes.</p> <p>b. The review and approval processes are being scrutinized to identify and correct weaknesses and update any relevant procedures and controls.</p> <p>Person(s) Responsible: Connie F Riley, Director of Financial Aid and Samir Ghorayeb, Director of Informational Technology Timetable for Completion: Implemented for 1.a., July 31, 2015; 1.b.November 31, 2015</p>	<p>In Progress</p>
<p>Desk Review of the TEXAS Grant Program, September 2015 (External Audit) (continued)</p>	<p>2. Improved controls over segregation of financial aid awarding duties and financial aid disbursing duties should be implemented to comply with TAC §§ 202.70 - 202.76 and 34 CFR 99.31 (FERPA) to better protect financial aid and other student data from unauthorized use.</p> <p>Provide action steps that will be taken by the college, the scheduled time line for implementation, and the person(s) responsible for implementation to ensure that controls over segregation of financial aid awarding duties and financial aid disbursing duties are enhanced to comply with TAC §§ 202.70 - 202.76 and 34 CFR 99.31 (FERPA) to better protect financial aid and other student data from unauthorized use and to limit the risk of unauthorized awarding and disbursing of financial aid funds.</p>	<p>Management has reviewed the controls over awarding and disbursing of financial aid and has made the necessary changes to ensure segregation of duties between awarding and disbursing of financial aid funds. TEXAS Grant funds awarding duties will be done by a different staff member than the staff member who is doing the financial aid disbursing.</p> <p>Person Responsible: Connie F Riley, Director of Financial Aid Timetable for Completion: Implemented, September 1, 2015</p>	<p>Implemented</p>
	<p>3. Improve timeliness of TEXAS grant disbursements so that funds can be more efficiently utilized for the benefit of eligible students and to ensure compliance with Texas Administrative Code Section 22.236(c).</p> <p>Ensure that TEXAS grant funds are immediately released or</p>	<p>Once TEXAS Grant funds are received by the college, the funds will be disbursed in 5 business days to the eligible students. It was the college’s misunderstanding of the rule that allowed the College to drawdown on an estimated award amount for fall and spring as one large total not realizing the drawdown should only occur as students</p>	<p>Implemented</p>

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		<p>personnel as necessary.</p> <p>Person Responsible: Vicki McNeil-VP Student Engagement Timetable for Completion: December 31, 2015</p>	
<p>IT Physical Environment, October 2012</p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, the remaining three recommendations were in process of being implemented.</p>		
<p>Cash Collection Functions, December 2012</p>	<p>There were several issues adversely impacting the security of sports box offices:</p> <p>Continuing functioning of equipment should be properly monitored and maintained.</p>	<p>The replacement of the E-Watch video camera system is still underway. Genetec is the selected vendor and a partnership of IT and the Police Department is working with an integrator for the project.</p> <p>Approval was granted for funding Phase I implementation:</p> <ul style="list-style-type: none"> • President’s Residence (Completed) • Data Centers (Completed) • New Administration building (Pending Construction) • CICE building • Dorm locations (CV I & II Commons & Breezeways Completed) • Dorm Exterior & Parking (Pending) <p>Dual systems will be managed until all E-Watch cameras are migrated to the Genetec system. This project will also allow the inclusion of access control in combination with the Video surveillance system.</p> <p>Video surveillance system upgrades for the main Sports Box-Office include:</p> <ul style="list-style-type: none"> • Wiring completed for the installation of a camera at the exterior of the box office, pending hardware installation and integration into the system • Panic buttons installed, pending integration into the system (Pending with IT) • Quote is being acquired for Sports facilities and Presidential suite (Pending) <p>Person Responsible: Chief Hector Flores</p>	<p>In Progress</p>

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<p>Chartwells Dining Services, September 2013</p>	<p>Sales taxes had not been remitted to the state. The University should ensure that sales taxes are remitted as required by statute, and work with Chartwells management to ensure that all other sales tax issues are resolved and reported back to the University.</p>	<p>Timetable for Completion: December 31, 2016</p> <p>Internal finance office procedures have been established to ensure proper remittance of sales tax. Outstanding University sales taxes have been paid. Lamar University overpaid sales tax for fiscal year 2014 and received a refund.</p> <p>The Auxiliary Finance Manager reviewed the former contract, will continuously review the current contract to ensure that sales taxes are remitted as required, and worked with Chartwells to resolve all other sales tax issues.</p> <p>Lamar University now remits monthly sales tax online using a new portal.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: July 31, 2015</p>	<p>Implemented</p> <p>Implemented</p> <p>Implemented</p>
	<p>Several improvements to procedures for catering for LU departments by Chartwells are necessary.</p>	<p>Appropriate responsibilities have been established within the LU organizational structure to provide effective management of dining hall services including contract management, vendor management, and performance management. Management strategies and operational procedures have been developed to address internal procurement and payment for dining services as well as exclusivity exemption requests. A committee was formed that specifically deals with the Chartwells contract. The Contracts Manager as well as the Auxiliary Finance Manager monitor and review all aspects of the operations.</p> <p>LU will establish payment procedures that include remittance of payments to the corporate lockbox. Notification may be made to the local Chartwells office of the payment.</p> <p>Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: December 31, 2015</p>	<p>Implemented</p> <p>In Progress</p>
	<p>The TALH program should be charged for its dining plan scholarships and Recruiting should be charged for visitor meals it authorizes.</p>	<p>The Auxiliary Finance Manager along with the Contracts Manager provide management of dining hall services including contract management, vendor management, and performance management. The Recruiting department does not pay for visitor meals as these are out-of-pocket</p>	<p>Implemented</p>

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		<p>expenses for visitors. TALH program students have their meal plan selections charged to their respective accounts just like any other students that reside in Cardinal Village.</p> <p>Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: February 28, 2015</p>	
<p>Inter-Component Re-bills, LU Results, October 2013</p>	<p>Written Agreements: The Lamar components should collaborate to update and execute new legal agreements for significant services.</p>	<p>Review and revision of the inter-component agreement with LIT was completed and signed January 31, 2015 including development of service descriptions and cost methodology.</p> <p>IT services were detailed in an addendum to the memo of understanding outlining the inter-component agreement. The allocation for internal audit services for the Lamar Components has been agreed to by the Lamar Components’ Finance Vice Presidents. This allocation does not need to be included in an inter-component agreement. Internal Audit services fall under the direction of the TSUS Audit Director.</p> <p>Person Responsible: Cruse Melvin, VP, Finance and Operations Timetable for Completion: October 31, 2015</p>	<p>Implemented</p>
	<p>Accounts Receivable Sub-ledger: Implement a suitable system to support invoicing and accounts receivable for use in most of the cases listed above.</p>	<p>Lamar University has reviewed AR system requirements, evaluated currently licensed products for applicability, and is working with the other Lamar components to establish an inter-component receivable process.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: February 29, 2016</p>	<p>In Progress</p>
	<p>Improve year-end procedures to record the balance of outstanding receivable, especially for non-centralized systems (e.g., medical billing systems)</p>	<p>Work on year-end procedures to record balances of outstanding receivables is in process.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: February 29, 2016</p>	<p>In Progress</p>
	<p>Veterans Affairs: LU should work with LIT management to change procedures such that VA Chapter 33 Benefits are wired directly to LIT (as they are currently for Chapter 31 Benefits).</p> <p>LU should calculate and remit any remaining funds still</p>	<p>LIT management has not been able to have the veteran’s benefits wired directly to LIT. LU certifies both LU and LIT students for hours and cost of attendance for those students receiving VA benefits. The VA will only send payments to the certifying institution, in this case, LU. In consideration of this circumstance, LIT and LU management evaluated</p>	<p>Implemented</p>

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	held to LIT.	<p>alternative methods for processing veteran’s benefits. For LIT to receive the VA payments directly for their students who receive veteran’s benefits, LIT would need to open their own VA certification office. Management has determined that LIT will not open their own VA certification office at this time but rather continue using LU’s certification office. Consequently, LU and LIT agreed that LU will continue receiving the payments with LU implementing a process to timely remit the VA payments to LIT and with LIT implementing a process to monitor receipt of these payments from LU.</p> <p>Responsible person: Twila Baker AVP Finance Timetable for Completion: October 31, 2015</p>	
<p>Center for Executive Leadership Audit, April 2014</p>	<p>2. Records Retention The University should:</p> <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>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> <p>2. Assumption of these responsibilities will require a long planning period during which timelines will be established for policy, procedure, and retention schedule development. The Records Retention Coordinator submitted a 101 page draft of a campus records retention schedule to TSLAC on September 28, 2015. Draft revisions are expected after receiving feedback from TSLAC.</p> <p>Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2016</p> <p>3. Assumption of these responsibilities will require a long planning period during which timelines will be 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 lists 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</p>	<p>In Progress</p> <p>In Progress</p>

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	<p>4. Ensure that the Center for Executive Leadership purge all documents not in compliance with the certified RRS recommended above.</p>	<p>Purchasing, Procurement, and Finance. Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2016</p> <p>4. The Center will purge all documents not in compliance with the University Records Retention Schedule. Person Responsible: Dr. Bob Thompson, Executive Director Timetable for Completion: Begin immediately, finalize within 90 days of receiving the final draft of the University’s Document Management Policy.</p>	<p>In Progress</p>
<p>Center for Executive Leadership Audit, April 2014 (continued)</p>	<p>5. Approval of Fee Increases The University should obtain Board approval for all changes to tuition rates, as required by the System Rules and Regulations.</p>	<p>5. The Center for Executive Leadership plans to utilize current TSUS Board approved tuition rates for the 2015-2016 school year. These tuition rates are the same tuition rates for all of the graduate degree programs currently in the College of Education and Human Development. Person Responsible: Jason Mixon, Chair. Timetable for Completion: September 1, 2015</p>	<p>Implemented</p>
<p>ACH & Wire Transfers, May 2014</p>	<p>4. LU should 1. Complete its research of stale dated payments making additional remittances to the State, as necessary. 2. Monitor its outstanding payments so as to maintain compliance with the State statute on unclaimed property.</p>	<p>4. LU has completed its research of stale dated payments and made a remittance to the State in July 2015. LU also will continue to monitor its outstanding payments so as to maintain compliance with Statute on unclaimed property. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: 1. Research on existing stale dated checks was completed with remittance to State by August 31, 2015. 2. Monitoring will continue thereafter.</p>	<p>Implemented</p>
	<p>5. Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized and current.</p>	<p>5. LU will develop written procedures for processing wire transfers or ACH batches to include such information as description of ACH and wire activity, policy/process owners, and internal control descriptions. Person Responsible: Associate Vice President for Finance: Twila Baker Timetable for completion: February 29, 2016</p>	<p>In Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
Recreational Sports, August 2015	<p>Statutory Accounting Requirements:</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 will revise or establish recreational sports fee revenue operating policies and procedures to ensure proper financial management in accordance with applicable laws and policies including: separate fund management (no commingling of recreational fee revenue with other sources of revenue) and regular review of expenditures and fund balances.</p> <p>The following are examples of the corrective action:</p> <ol style="list-style-type: none"> 1. The Dance Team Scholarships will be provided through Dance Team accounts not allocated by Student Service fees. 2. Request that Dance Team Coordinator compensation be reallocated to a different account not allocated by Student Service Fees. <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: February 28, 2016</p>	<p>Planned</p>
	<p>Receipting and Depositing:</p> <p>Recreational Sports should formalize receipting and depositing procedures and monitor for compliance with these procedures. Among other things, procedures should mandate:</p> <ol style="list-style-type: none"> 1. That all programs receipt through a single location. 2. All collections will be receipted. 3. Receipted collections will be deposited intact. 4. Deposits will agree the amount to be accounted to the actual amounts counted thereby recognizing and reporting cash variances each day. Patterns of variances will be reviewed and causes investigated and remediated. 5. Deposits should be sent to the Bursar daily. Campus Security will be contacted to arrange for the transport or an escort. 6. Collections by program will be separately itemized on each deposit or the appropriate CSI Spectrum report 	<p>Management will formalize receipting and depositing procedures to ensure proper cash management in accordance with applicable laws and policies as outlined in Lamar University Cash Handling Procedures including:</p> <ol style="list-style-type: none"> 1. All Payments will be processed at the Pro Shop. *Notice: Check-in work station log-in: staff could be logged in @ their desk as Admin 1 and could go to the Pro Shop log in and process payment (if log-in work station is not changed at site then even though payment was processed at the pro shop, it will show the first log-in as processed which could be the staff members office or another area) 2. All Locations will be receipted. 3. Receipted collection will be deposited intact. 4. Deposits will report the amount counted to the actual amount counted thereby recognizing and reporting cash variances each day. (Looking at Ecommerce as a viable option) 5. Campus security is contacted to arrange for transport or escort and deposits should be made daily. 6. Collections by programs will be itemized separately on 	<p>Planned</p>

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	attached to the deposit.	each deposit or the appropriate CSI report attached to the deposit. 7. Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: April 28, 2016	
Recreational Sports, August 2015 (continued)	Change Funds: 1. Change funds should be sufficient to provide for currency refunds then restored via the Bursar rather than by diverting daily collections. 2. Temporary increases in change funds should be requested in advance of when needed and immediately returned when the need ends.	1. Change funds should be sufficient to provide for currency refunds then restored via the Bursar rather than by diverting daily collections. <i>(Department will follow Lamar University policy on refunding.)</i> 2. Petty cash will be returned in allocated time frame and will not be held in the departmental safe to be deposited at a later date. Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: February 28, 2016	Planned
	Refunds: Recreational Sports should implement the following changes and monitor for future occurrences of similar situations: 1. Currency refunds should be validated by signature of the person receiving the refund or the cashier’s supervisor’s approval. 2. Only collected amounts should be refunded. To facilitate this, all Outdoor Pursuits excursion purchases should include the purchaser’s name, e.g., not be “Anonymous.” 3. When refunding a complete invoice, refunds should be made against the individual invoice line items.	Recreational Sports Management will implement the following changes: 1. Currency refunds should be validated by signature of the person receiving the refund or the cashier’s supervisor approval. (A form has been created currently in the Pro Shop to be used that validates a signature from the person receiving a refund.) 2. Recreational Sports management will develop procedures to ensure that only collected amounts will be refunded. The procedures will require that all purchases will include the purchaser’s name, e.g., not be “Anonymous.” 3. Recreational Sports management will develop procedures to ensure that refunds will be made against the individual invoice line items when refunding a complete invoice. Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: February 28, 2016	Planned
Recreational Sports, August 2015	Discounts: Discounts should be periodically reviewed to determine	Management will periodically review discounts and reconcile them to assure compliance.	Planned

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(continued)	their genesis and to assure they comply with Departmental expectations.	<p>Please note the following:</p> <ol style="list-style-type: none"> 1. Two procedural purchase line Items will be developed: <ol style="list-style-type: none"> a. Students, Faculty, and Staff b. Students, and Staff employees 2. Recreational Sports employees do not pay for CPR/AED classes. <p>Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: February 28, 2016</p>	
	<p>Hourly Payroll:</p> <ol style="list-style-type: none"> 1. Supervisors should enter explanations for all adjustments made to Infitime time records. 2. Post period adjustments should be made within Infitime by the individual most familiar with each employee’s actual time worked. 3. Supervisors should obtain each student/employee’s class schedule every semester and monitor student/employee work schedules to prevent conflicts with scheduled class times. 	<p>Management will revise or develop procedures to ensure proper and timely payrolls, which may include:</p> <ol style="list-style-type: none"> 1. Infitime has a procedure in place to document any changes or adjustments prior to implementing the change. The changes to times or dates cannot go into effect unless a reason for the changes are given in the pop up box. 2. Due to offsite employee worksite events and not having a time clock at the facility worksite, intramural student workers are input into Infitime manually by a supervisor. Student’s sign-in on iPad hours are transferred to Infitime. 3. Students will continue to provide the department supervisors with their available work schedules based around their classes. We will continue to request for hours and time slots they are only available to work, and then a work schedule is created for the semester. It is up to the student to notify the supervisors when their class schedule changes so adjustments can be made to work schedules. <i>(Recreational Sports is not responsible for student classes dismissed early or cancelled by professors)</i> <p>Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: February 28, 2016</p>	Planned
Recreational Sports, August 2015 (continued)	<p>Memberships:</p> <ol style="list-style-type: none"> 1. Membership records of employees on payroll deduction should be kept current. 	<ol style="list-style-type: none"> 1. Payroll will provide Recreational Sports with current active Membership employees on a monthly basis and 	Planned

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	<ol style="list-style-type: none"> 2. Documentation of guest passes authorized should be retained. 3. The protected information contained in membership records should be removed. 	<p>the Human Resource office will notify Recreational Sports staff of those membership employees who cancel their payroll deduction memberships.</p> <ol style="list-style-type: none"> a. When reports are received by Recreational Sports, Recreational Sports will review membership listing in CSI Spectrum and reconcile membership to keep the database current. <ol style="list-style-type: none"> 2. Documentation of guest passes authorized by the Director will be logged and retained. 3. IT services is currently working with CSI Spectrum services to remove the protected information from our records. <p>Person Responsible: Twila Baker, AVP Finance and Art Simpson, Director of Recreational Sports Timetable for Completion: March 31, 2016</p>	
	<p>Employee Access:</p> <ol style="list-style-type: none"> 1. The practice of “least privilege” should be implemented across all applications. Administrator access should be restricted. Other access should be tailored to that necessary for each employee to perform assigned job duties. 2. Group/generic IDs should not be maintained. 3. Terminated employee access should be removed or inactivated in a timely manner. 	<p>The following corrective action will be as follows:</p> <ol style="list-style-type: none"> 1. Employee access will be reviewed, restricted, and tailored to the necessary access for each employee. 2. Generic ID shall be kept for workstation purpose. As required by LU IT Policy 10.02.02, Security Passphrase Policy, the Director will consult with the ISO and receive the approval and documentation as required. 3. Will remove terminated employees within five working days upon termination. <p>Person Responsible: Art Simpson, Director of Recreational Sports and Dr. Vicki McNeil, VP of Student Engagement Timetable for Completion: March 31, 2016</p>	Planned
	<p>Small Equipment Control:</p> <p>Recreational Sports should define a replacement value threshold over which individual items will be tracked in the CSI Spectrum inventory records and conduct periodic verifications. Replacement fines should be established for all items tracked.</p>	<p>The following actions items are as follows:</p> <ol style="list-style-type: none"> 1. Recreational Sports will define a replacement value threshold over which individual equipment will be updated and tracked through CSI system inventory records and conduct periodic verifications. 2. List for replacement fees will be implemented into the CSI system. Replacement fines will be established. <p>Person Responsible: Art Simpson, Director of Recreational</p>	Planned

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	<p>Sports Clubs:</p> <p>Sports Clubs should:</p> <ol style="list-style-type: none"> 1. Refrain from storing images and data containing PII. 2. Formally document its follow-up of reported injuries. 	<p>Sports Timetable for Completion: February 28, 2016</p> <p>The procedures will be modified to include the following:</p> <ol style="list-style-type: none"> 1. An ID is needed to identify students at the time of participation. ID Images will no longer be stored and student will present ID at each event. 2. Recreational Sports currently hires EMT services that do detailed injury reports for home games only. <p>Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: March 31, 2016</p>	Planned
Recreational Sports, August 2015 (continued)	<p>Pro Shop:</p> <p>Recreational Sports should resolve the ongoing Pro Shop operating losses; fully liquidate slow moving inventory, and collect/deposit sales tax.</p>	<ol style="list-style-type: none"> 1. The Pro Shop Provides Employment for Students to work and offers services for the students. It operated as a convenience to the members who utilize the facilities. Recreational Sports will perform its stewardship over this area to minimize operating losses. 2. Recreational Sports will purchase minimal inventory on slow moving items to be sold in the Pro Shop. 3. Sales Tax will be implemented and assessed to sales items with the assistance of University Finance. 4. Analyze prior gross sales, three years, to determine taxable sales, if in question is taxable, tabulate and remit payment. <p>Person Responsible: Art Simpson, Director of Recreational Sports and Twila Baker, AVP Finance Timetable for Completion: March 31, 2016</p>	Planned
	<p>Custodial and Maintenance:</p> <p>The Recreational Sports Center should be charged for LU provided custodial and maintenance services.</p>	<p>LU Management is developing a plan to address and implement corrective actions regarding the charges for LU provided custodial and maintenance services.</p> <p>Person Responsible: Dr. Vicki McNeil, VP of Student Engagement and Twila Baker, AVP Finance Timetable for Completion: March 31, 2016</p>	Planned
EXTERNAL AUDIT REPORTS (Items will only be reported once)			
State Office of Risk Management (SORM)	<p>Although Lamar University (LU) has structured their plan as a Continuity of Operations Plan (COOP), LU is calling the plan a Business Continuity Plan (BCP). On June 19,</p>	<p>Lamar University will change the Business Continuity to Continuity of Operations.</p>	Planned

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<p>Continuity of Operations Plan (COOP) Evaluation, August 2015 (External Audit)</p>	<p>2015 Governor Abbott signed House Bill 1832, which provides that information contained in Continuity of Operations (COOP) plans developed under the requirements of Section 412.054, Texas Labor Code, is confidential and excepted from public disclosure. All former references to Business Continuity Planning (BCP) are superseded by Continuity of Operations Planning (COOP).</p> <p>SORM recommends changing Business Continuity to Continuity of Operations to ensure confidentiality of the plan under House Bill 1832, and to meet state requirements.</p>	<p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: June 30, 2016</p>	
	<p>Many of the functions that are listed as Mission Essential Functions (MEFs) should be main COOP elements contained in separate annexes or sections (e.g., Human Resources, Continuity Communications, Essential Records Management.) When identifying MEFs the key is to identify the highest priority functions and the required resources and capabilities to ensure that they can be performed. If an organization identifies too many functions as essential, limited resources and/or staff availability during the emergency may not be sufficient to enable performance of all identified essential functions.</p> <p>SORM recommends reviewing the University’s identified essential functions, removing those that are COOP main elements from the Essential Functions Annex and include in its own separate Annex or Section.</p>	<p>The University’s will identify essential functions, removing those that are COOP main elements from the Essential Functions Annex and include in its own separate Annex or Section.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: June 30, 2016</p>	Planned
	<p>The Plan did not assign Emergency Relocation Group members to any of the essential functions. Each Identified Mission Essential Function should include the Emergency Relocation Group (ERG) assigned to perform that function. ERG members are an important resource to ensure essential functions can continue and should be appointed before a COOP event occurs, not in the midst of an emergency. Agencies should also include alternate ERGs in the COOP Plan. While an organization needs leaders, staff, communications, and facilities to perform its essential functions, it also needs well-thought out and detailed plans for what to do with those key resources. Planning should include all of the resources and</p>	<p>Lamar University will include ERG members with their contact information for each Mission Essential Function.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: June 30, 2016</p>	Planned

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	<p>procedures needed to perform essential functions.</p> <p>SORM recommends including ERG members with their contact information for each Mission Essential Function.</p>		
	<p>LU’s Plan includes a detailed narrative with each essential function, which is a COOP requirement; however, there is no Business Process Analysis (BPA). A BPA is a systematic method of identifying and documenting all of the elements necessary to perform each Mission Essential Function (MEF). The BPA is performed to ensure that the right people, equipment, capabilities, records, and supplies are identified and available where needed, so that MEFs can be resumed quickly and performed as required. Including the BPA with each MEF assures all necessary information is available and easily accessible in the midst of an emergency.</p> <p>SORM recommends LU include the BPA with each identified MEF.</p>	<p>LU’s Plan includes a detailed narrative with each essential function, which is a COOP requirement and will include a Business Process Analysis (BPA). A BPA is a systematic method of identifying and documenting all of the elements necessary to perform each Mission Essential Function (MEF). The BPA is performed to ensure that the right people, equipment, capabilities, records, and supplies are identified and available where needed, so that MEFs can be resumed quickly and performed as required. Including the BPA with each MEF assures all necessary information is available and easily accessible in the midst of an emergency.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: June 30, 2016</p>	Planned

SAM HOUSTON STATE UNIVERSITY			
<p>SHSU-13-010 ACH/Wire Transfer (WT) Audit, May 2014</p>	<p>Management should ensure that all policies and procedures for ACH and wire transfer administration and activities are formalized, current, detailed, specific and consistent to promote a seamless transition in the event of employee turnover / absence.</p>	<p>SHSU agrees with the recommendation. SHSU’s depository contract with Wells Fargo was approved at the February 2015 TSUS Board Meeting and became effective March 1, 2015. The Wells Fargo depository implementation is in progress and Treasury is currently in the process of transitioning to Wells Fargo. Formal policies and procedures will be updated as part of the implementation process.</p> <p>Person Responsible: David Verghese, Treasurer Timetable for Completion: November 30, 2015</p>	In Progress
<p>SHSU-13-010 ACH/Wire Transfer (WT) Audit, May 2014</p>	<p>Ensure depository institution provides electronic disbursement services to include electronic capabilities for initiation and authorization of ACH (credit / debit) and wire transactions. The banking services should also include ACH block and filter settings to prevent unauthorized ACH</p>	<p>SHSU agrees with the recommendation. SHSU’s depository service contract with Wells Fargo was approved at the February 2015 TSUS Board Meeting and became effective March 1, 2015. The Wells Fargo depository implementation is in progress and Treasury is currently in</p>	Verification of Implementation in Progress

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(continued)	debit transactions.	<p>the process of transitioning to Wells Fargo. Wells Fargo will provide documentation to show that these ACH filters and blocks are activated on SHSU accounts.</p> <p>Person Responsible: David Verghese, Treasurer Timetable for Completion: November 16, 2015</p>	
SHSU-14-011 Compliance With The Jeanne Clery Act Audit, July 2014	<p>The University should ensure that a comprehensive policy to address Clery Act requirements (including applicable training) for CSAs is developed, communicated, and implemented. Because the Clery Act involves multiple stakeholders and crosses organizational reporting lines, assignment of a champion with sufficient authority to ensure completion of the effort is also recommended.</p>	<p>Management implemented <i>Finance & Operations Policy FO-64 Sam Houston State University Policy on Clery Campus Security Authorities (CSA)</i> in November 2014. Management also identified and notified institutional CSAs and implemented required training for them in accordance with this policy.</p> <p>A Clery Compliance Committee was appointed by the President with representation from different divisions (mission critical areas as related to Clery) within the University. The Committee will oversee efforts of University components to adhere to regulations and requirements set forth in the Clery Act. In addition, the Committee will review policies to ensure that documentation, communication, and implementation of procedures are in place and functioning. They convened for their first meeting in August 2015.</p> <p>Person Responsible: J. Carlos Hernandez, EdD., CPA, Vice President for Finance and Operations Timetable for Completion: September 30, 2015</p>	Implemented
	<p>Executive management should ensure that complete and sufficient policy statements as required by the Clery Act are documented, communicated, and functioning. As noted in the previous recommendation, the assignment of a champion, with authority to ensure completion of the policy statements, may be necessary to ensure coordination amongst the various policy “owners” of the numerous subjects required to be addressed by the Clery Act.</p>	<p>A Clery Compliance Committee was appointed by the President with representation from different divisions (mission critical areas as related to Clery) within the University. The Committee will oversee efforts of University components to adhere to regulations and requirements set forth in the Clery Act. In addition, the Committee will review policies to ensure that documentation, communication, and implementation of procedures are in place and functioning. They convened for their first meeting in August 2015.</p> <p>There are policy statements that are pending completion or review and approval, however, the Clery Compliance Committee has been created as an oversight function for the University and they have been charged with ensuring</p>	Implemented

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		<p>required polices will be implemented.</p> <p>Person Responsible: J. Carlos Hernandez, EdD, CPA, Vice President for Finance and Operations Timetable for Completion: September 30, 2015</p>	
<p>SHSU-14-012 Review of State Auditor’s Office Special Investigations Unit Hotline Complaint of Financial Aid Improper Awarding, September 2014</p>	<p>Current and future staff members should be educated on basic practices, guidelines, protocols, expectations, discretion allowed, and financial stewardship responsibilities, including how to report fraud, waste, abuse or misappropriation. Current and future staff should likewise be encouraged to escalate matters of concern outside the normal chain of command without fear of repercussions when communications regarding concerns within established reporting lines appear to be unheeded.</p>	<p>Management agrees with the recommendation. The Enrollment Management division has retreats and training opportunities each academic year. The recommended communication will be incorporated into the divisional training.</p> <p>This information was also communicated in the Financial Aid team lead meeting by the Assistant Director of Financial Aid which occurred on 2/3/2015.</p> <p>The Enrollment Management Division Retreat is scheduled for Friday, November 20th. All full-time staff will attend the all-day event. The event will be hosted at Bearkat Camp with team building, presentations on division updates, leadership ideas, and other group activities. A committee continues to work on the details of the retreat.</p> <p>Person Responsible: Heather Thielemann, EdD, Vice President for Enrollment Management</p> <p>Timetable for Completion: November 20, 2015</p>	<p>In Progress</p>
	<p>Only accounts which uniquely identify an individual should be used by individuals to transact and process. The use of generic accounts should not be used by functional users and should be controlled when used by support staff. To control the usage of generic accounts while individual accounts are established for functional users the password should be changed immediately. A process should then be established such that permission to use the account is granted only when the access request is explicitly approved by both the user’s manager and the data owner. The request should also provide business justification for the access. The credentials should then be provided by IT to maintain segregation of duties in the user provisioning process. All individuals who have access to the generic account should be tracked, including the date access was granted. This list should be reviewed periodically for</p>	<p>Management agrees with all parts of the recommendation except for the recommendation that generic accounts should not be used by functional users. The need for a “generic” user still exists; however, management plans to implement controls to address the issue and mitigate the risks. During Banner’s inception, recommendations from several consultants were received to create a “generic user”. Currently, there are three known processes linked to the generic FAISUSR account: ROPSAPR (Satisfactory Academic Progress Process), Population Selections (Popsels), and Job Submission Parameter Sets. Creating multiple parameter sets or Popsels for individual users, and/or amending revised processes for individual users will increase error probabilities since the same definition changes would need to be made to all individual accounts rather than the one FAISUSR account. FAISUSR access</p>	<p>In Progress</p>

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	<p>appropriateness.</p>	<p>to all modules other than Financial Aid and other General functions in production has been removed by Information Technology (IT).</p> <p>Proxy access for FAISUSR was developed. However, testing revealed that it was deficient when used with certain Banner forms. Corrections, if requested, would need to be made to ‘baseline’ Banner by Ellucian. Because these modifications could compromise current critical processes, we feel this resolution would be very problematic.</p> <p>We have explored other solutions. As identified in our initial review, there were three processes that required the generic FAISUSR account: ROPSAPR (Satisfactory Academic Progress Process), Population Selections (Popsels), and Job Submission Parameter Sets. Since the initial review, we have removed the FAISUSR dependency for ROPSAPR. Job Submission Parameter Sets can be accessed and copied via the INB form GJAPDFT (Default Parameter Value Validation) as well as from documentation. Therefore, the current outstanding item requiring FAISUSR is Population Selections. We have created a process to allow certain users to leverage their personally identifiable accounts to update FAISUSR’s Population Selections without leveraging the generic login. The estimated date to put this into production is October 30, 2015.</p> <p>The other outstanding concern regarding FAISUSR was security access problems in reference to newly delivered INB jobs and forms. To address this, production FAISUSR will be made a dormant account that can be activated in our development environment when testing is required. This password will only be reset and provided in the specific environment testing is occurring, not in production. The estimated date to put this into production is October 30, 2015.</p> <p>In addition, Financial Aid performed their initial periodic user access review of all Financial Aid users on August 21, 2015 for appropriateness. Financial Aid will continue to perform quarterly user access reviews and refine the</p>	

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		<p>review process with each iteration as the solutions for removing FAISUSR ID dependencies continues to be developed.</p> <p>Person responsible: Lydia T Hall, Director of Financial Aid Timetable for Completion: October 30, 2015 (Proxy Access Implemented and User Appropriateness Review in Place) and October 30, 2015 (FAISUSR Activity Report Review)</p>	
<p>SHSU-14-012 Review of State Auditor’s Office Special Investigations Unit Hotline Complaint of Financial Aid Improper Awarding, September 2014 (continued)</p>	<p>The access granted to financial aid staff in INB should be researched and reviewed for possible control breaches as well as the necessity to segregate functional duties. Segregation of duties can serve as a valuable tool for the prevention of errors and wrong doing.</p>	<p>Management agrees with the recommendation. We have re-assigned job responsibilities resulting in the segregation of duties; The Sr. Accountant and/or the Accountant will place available funds in RFRMGMT. The Senior Analyst and/or the Analyst will be responsible for defining business rules for student eligibility and packaging, and for executing the awarding process (RPEPCKG). It is imperative that the aforementioned positions be afforded access to all of these forms due to the limited number of resources available to process financial aid for students. Access for all other individuals with access to execute the awarding process and update the business rules has been reviewed to determine the access changes required to enforce segregation of duties. Access has been altered for certain individuals. Financial Aid performed their initial periodic user access review of all Financial Aid users on August 21, 2015 for appropriateness. Financial Aid will continue to perform quarterly user access reviews and refine the review process with each iteration as the solutions for removing FAISUSR ID dependencies continues to be developed.</p> <p>A consultant has conducted a post-implementation review to determine how Financial Aid could further implement best practices in utilizing the Banner Financial Aid module. The consultant has discussed the recommendations with Financial Aid.</p> <p>Now that the audit logs are enabled, the Director of Financial Aid is working with Information Technology (IT) to determine the audit logs which will be part of the monitoring procedure to detect whether individuals with segregation of duties conflicts are awarding students additional funding in</p>	<p>Implemented</p> <p>In Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>accordance with the policies and procedures.</p> <p>In reference to segregation of duties, removing generic account access in production significantly simplifies this task. The production user accounts belong to specific users can be restricted to access requiring to perform job duties. Audit log reports are currently available, but need refinement. In their current state, the reports generate a list of all changes made within the guidelines established in our earlier discussions. Estimated date to go into production is November 30, 2015. To review, this includes the following:</p> <ol style="list-style-type: none"> 1) Manual award changes – listed via the table RPAWRD 2) All fund management changes including budgeted dollar figures 3) All SQL changes, including Algorithmic Rules and RORRULEs (Financial Aid Selection Rules) <p>In regard to the above reports, we have the following enhancements:</p> <ol style="list-style-type: none"> 1) Manual award changes – listed via the table RPAWRD. Added a document column that reflects a Grant appeal form for manual grant adjustments. Students with manually adjusted grants and this form have already been reviewed and should not need revisiting. 2) All fund management changes including budgeted dollar figures. Report has been created and is currently being used. 3) All SQL changes, including Algorithmic Rules and RORRULEs (Financial Aid Selection Rules). Programmatically compare the 'before' and 'after' fields to identify any changes to the code to simplify the review. The SQL report in its current state only lists the entire SQL statement in the 'before' and 'after' columns, some of which exceed 200 lines with a single line change between them. 	

(*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO SEPTEMBER 30, 2014

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – NOVEMBER 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH SEPTEMBER 2015

Audit Report	Recommendations	Management's Most Current Response	Status (*)
		<p>Person Responsible: Lydia T Hall, Director of Financial Aid Timetable for Completion: October 30, 2015 (Banner Financial Aid Access Altered) and November 30, 2015 (Monitoring/Review Procedure)</p>	
<p>SHSU-15-008 Procurement Card and Overtime Reporting Abuse, July 2015</p>	<p>Management should ensure that all Pcard expense reports and transaction details are reviewed on a monthly basis in accordance with the "Finance & Operations Procurement and Business Services Policy FO-PUR-08 P-Card Policy/Guide" for appropriate documentation and appropriateness of the purchase before approving and submitting to the Pcard Coordinator.</p>	<p>SHSU agrees with the recommendation. The Academic Affairs Council (AAC) hosts four meetings a year with two meetings in each of the fall and spring terms. All Deans and Department Chairs attend the AAC meetings. Starting with the first meeting for the fall 2015 term, the AAC will include a training presentation on both purchasing card and time sheet reviews and approvals. Staff from the Division of Finance and Operations will conduct the presentation on the importance of and processes for reviewing and approving university purchasing and payroll documentation. Additionally, Academic Affairs hosts regular meetings called Staff Chat Luncheons that are attended by administration staff in academic departments. One of these luncheons will be devoted to the purchasing and payroll review and approval processes.</p> <p>Person Responsible: Dr. Jaimie Hebert, Provost and VP for Academic Affairs</p> <p>Timetable for Completion: October 1, 2015</p>	<p>In Progress</p>
	<p>Departmental management should implement appropriate and adequate controls to ensure that time reports accurately represent the hours that employees work and any associated leave taken before approving and submitting time reports to the Payroll Department.</p>	<p>SHSU agrees with the recommendation. The Academic Affairs Council (AAC) hosts four meetings a year with two meetings in each of the fall and spring terms. All Deans and Department Chairs attend the AAC meetings. Starting with the first meeting for the fall 2015 term, the AAC will include a training presentation on both purchasing card and time sheet reviews and approvals. Staff from the Division of Finance and Operations will conduct the presentation on the importance of and processes for reviewing and approving university purchasing and payroll documentation. Additionally, Academic Affairs hosts regular meetings called Staff Chat Luncheons that are attended by administration staff in academic departments. One of these luncheons will be devoted to the purchasing and payroll review and approval processes.</p> <p>Person Responsible: Dr. Jaimie Hebert, Provost and VP for Academic Affairs</p>	<p>In Progress</p>

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ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO SEPTEMBER 30, 2014

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – NOVEMBER 2015 BOARD MEETING
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH SEPTEMBER 2015**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<p>SHSU-15-008 Procurement Card and Overtime Reporting Abuse, July 2015 (continued)</p>	<p>Human Resources management should consider developing a checklist of procedures for supervisors to use prior to the exit meeting when an employee is terminating employment. This checklist should prompt the supervisor to determine in advance what property the employee possesses and references how to find that information. Property the employee may possess could include but not necessarily be limited to: technology assets assigned, travel credit cards, building access keys, and Bearkat OneCards. Department management should then ensure that all property is returned before the employee terminates employment.</p>	<p>Timetable for Completion: October 1, 2015</p> <p>SHSU agrees with the recommendation. The Office of Human Resources is developing a formal checklist to assist supervisors when employees are terminated. Additionally, Human Resources is implementing procedures which will allow for a centralized university-wide controlled process for reducing the risk of property loss when employees leave. The supervisor checklist addresses university property (keys, access cards, computers, P-cards, Travel cards, Bearkat OneCards, uniforms, etc.), network access, unemployment expenditures, EPAF requirements, and general expectations of an employment termination meeting. Human Resources will assume responsibility for collecting university property from all departing employees by developing and implementing the centralized university-wide controls.</p> <p>Person Responsible: Dave Hammonds, AVP for HR and Risk Management</p> <p>Timetable for Completion: October 1, 2015</p>	<p>In Progress</p>
	<p>Payroll management should continue to consider working with IT to implement a mechanism in Banner Self-Service which prevents employees from approving their own time sheet and leave report. Additionally, Payroll should notify the appropriate supervisor of any employees who approved their own time/leave reports so that the supervisor can review/approve those reports as required.</p>	<p>SHSU agrees with the recommendation. Future upgrades to web time/leave entry from Ellucian are expected to automatically include the protection against proxy approval of an employee’s own timesheet or leave report. SHSU is a member of the Web Time Entry/Leave Management Customer Development Partner Group for Ellucian Banner XE upgrade review and testing. Until that system is in place, the Payroll clerk handling time reporting will continue to run the COGNOS report each pay period to identify any individuals that have approved their own timesheet or leave report. This information will be provided to the Director of Payroll and Tax Specialization for contact with the employee and their supervisor. Any instances will be documented in an email to the employee and their mandatory supervisor, requesting that the employee cease and desist, as well as requesting that the employee have their supervisor sign a printed version of the incorrectly electronically submitted and approved timesheet. As an option, the employee can create a paper version,</p>	<p>Verification of Implementation in Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		replicating the time originally reported, and have their supervisor sign the document and forward it to the Payroll Office. Person Responsible: Karyl Horn, Director of Payroll & Tax Specialization Timetable for Completion: July 1, 2015	

SUL ROSS STATE UNIVERSITY

Banner Security, December 2013	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). There were twenty-two audit recommendations resulting from this audit. The status for these items are as follows: > Twenty-one (21) recommendations: Implemented > One (1) recommendation: Factors Delay Implementation		
Management Advisory Letter, Departmental Scholarships, August 2014	Utilization of scholarship funds should be aligned with the overall and specific strategic goals and objectives of SRSU and RGC. Such goals may include recruitment, retention, and/or growth in certain departments. The Scholarship Committee, as a part of its responsibilities, or some other party so designated by the Vice President for Enrollment Management, should assist the Executive Cabinet in developing a plan for use of scholarship funds, and then monitor the actual utilization to assure desired goals are achieved. If another party is designated to perform this function, the Policy should be revised to release the Scholarship Committee from this responsibility.	The University Scholarship Committee does not develop strategic use of scholarship money as part of their charge. Rather, their charge is to determine as a group if applicants meet the qualifications of each of the scholarships for which they are designated as authority. This strategic alignment can be achieved by incorporating scholarship objectives within the University Enrollment Management plan which is currently being crafted by the newly formed Executive Committee for Enrollment and Student Success chaired by Dr. Bill Kibler, President and Denise Groves, VP EM. Upon approval of the Strategic Enrollment Plan by the EC, the charge of the USC will be modified in policy to release them from the previously stated charge outlined in the administrative policies of the university. Person Responsible: Mary Beth Marks, Assistant Vice President for Enrollment Management Timetable for Completion: May 31, 2016	In Progress
Clery Act Compliance Audit, February 2015	A complete list of properties owned or controlled by SRSU should be evaluated according to the Jeanne Clery Act definitions and then categorized appropriately and documented. Additionally, using the same definitions,	Corrective Action Plan - All properties owned or controlled by SRSU will be evaluated according to the Jeanne Clery Act definitions and then categorized appropriately and documented. Additionally, using the same definitions,	In Progress

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>appropriate “public properties” should be identified and documented. These categories can then be used to report crimes accurately.</p>	<p>appropriate “public properties” will be identified and documented. These categories will be used to report crimes accurately.</p> <p>UDPS will further define and evaluate all properties controlled by SRSU including the Castroville campus. UDPS has made contact with Property & Inventory Coordinator in order to further determine exact boundaries of SRSU and SRSU RGC properties.</p> <p>Received Clery Geography from Property & Inventory on 4/21/15 determining University Properties.</p> <p>Added maps to show exact locations of SRSU and Rio Grande Campus properties. Also added map locations of SRSU and Rio Grande Campus properties to 2015 Annual Security and Safety Report.</p> <p>Plan to further expand maps to show SRSU main campus, residential, public property, and non-campus property.</p> <p>Also plan to further expand Rio Grande Campus properties showing main campus and public properties.</p> <p>Person Responsible – Johnnie Holbrooks Timetable for Completion – Expected completion date on or before November 15, 2015.</p>	
<p>Clery Act Compliance Audit, February 2015</p>	<p>The Clery geography definitions, the contractual arrangements made with SWTJC, and the RGC students’ use of SWTJC facilities and parking lots should be examined to determine which crimes occurring on SWTJC property should be included with RGC crime statistics.</p>	<p>Corrective Action Plan -- The Clery geography definitions, the contractual arrangement made with SWTJC, and RGC students’ use of SWTJC facilities and parking lots were examined to determine which crimes occurring on SWTJC property should be included with RGC crime statistics. In the past, UDPS has contacted the SWTJC Police Department by email requesting crime statistics data. The SWTJC Police Department response has consistently been that they have “zero” crimes to report. UDPS will request more complete documentation on crimes occurring on SWTJC campuses from the SWTJC Police Department. Future reporting will include all SWTJC crime stats including any crime stats received from local law</p>	<p>Implemented</p>

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		<p>enforcement agencies.</p> <p>Met with SWTJC campus police chief on the Uvalde campus. I then sent email requesting complete documentation of crimes occurring on SWTJC campus from the SWTJC Police Department. Received email on 9/10/15 advising for all area on SWTJC campuses and the immediate area of our campuses close to the Sul Ross areas of ALL our campuses that I could report ZERO in all categories for 2014. UDPS will continue to request for all documentation of crimes occurring on SWTJC and SRSU RGC in the future.</p> <p>Person Responsible – Johnnie Holbrooks Timetable for Completion -- Complete</p>	
<p>Clery Act Compliance Audit, February 2015</p>	<p>Based on the Clery geography determined for each campus, local law enforcement agencies should be identified and documented requests for crime statistics made annually for evaluation and possible inclusion in the reported Clery crime statistics.</p>	<p>Corrective Action Plan -- Based on the Clery geography determined for each campus excluding the new Castroville campus, local law enforcement agency were identified and documented requests for crime statistics were made beginning in 2013 for evaluation and possible inclusion in the reported crime statistics. Local law enforcement agency for the new Castroville campus will also be identified for evaluation and possible inclusion in the reported crime statistics.</p> <p>Local law enforcement agencies for each campus, excluding the new Castroville campus, have already been identified with official requests for crime statistics information being sent out to them in 2014. UDPS will identify the local law enforcement agencies of the Castroville campus so that letters will also be sent to them in 2015. Letters were sent by regular mail. Email follow-ups will be sent if no response is received within a 20 day time frame.</p> <p>Letters and emails were sent out with some follow-up e-mails and some follow-up in person for non-replies. UDPS Director in process of making contact with departments and/or agencies where no replies were provided.</p> <p>Person Responsible – Johnnie Holbrooks Timetable for Completion – Expected completion date on</p>	<p>In Progress</p>

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Clery Act Compliance Audit, February 2015	A list of CSAs for each campus should be compiled and maintained. CSAs should be notified as to their status as CSAs. Additionally, CSAs should receive training on how and when to report crimes. Periodic confirmation from CSAs should be obtained to verify that there were no crimes to report for a specific date range.	<p>or before October 30, 2015.</p> <p>Corrective Action Plan -- Will complete and maintain a list of Campus Security Authorities (CSAs) for each campus. CSAs will be notified as to their status and will provide training on how and when to report crimes. Periodic confirmation from CSAs will be obtained to verify there were no crimes to report for a specific date ranges. UDPS will identify and provide training to SRSU Campus Security Authorities. UDPS will also identify and provide training on how and when to report crimes. Periodic confirmation from CSAs will be obtained to verify there were no crimes to report for a specific date ranges.</p> <p>UDPS Director and UDPS Lieutenant are in process of training persons in regards to the duties of those persons designated as Campus Security Authorities.</p> <p>Person Responsible – Johnnie Holbrooks/Kent Dunegan Timetable for Completion – Revised expected completion date on or before November 30, 2015.</p>	In Progress
Clery Act Compliance Audit, February 2015	The annual security report should be modified to include all the appropriate disclosures regarding emergency notification processes as required by the Clery Act.	<p>Corrective Action Plan -- The annual security report will be modified to include all the appropriate disclosures regarding emergency notification processes as required by the Clery Act.</p> <p>UDPS will meet with the SRSU Chief Information Officer to determine the emergency notification processes and requirements that need to be revised in the annual security report. UDPS will then make the appropriate revisions.</p> <p>UDPS Director added emergency notification process in the 2015 Annual Security & Fire Safety Report.</p> <p>Person Responsible – Johnnie Holbrooks/Kent Dunegan Timetable for Completion – Completed on September 29, 2015.</p>	Implemented
Clery Act Compliance Audit, February 2015	The annual security report should be modified to include all of the above disclosures, as appropriate. Action should be taken to develop and document procedures if all required procedures are not currently in place.	<p>Corrective Action Plan -- The annual security report will be modified to include all of the above disclosures, as appropriate. Action will be taken to develop and document procedures for all procedures not currently in place. UDPS is setting up meeting with SRSU Chief Information Officer to determine the emergency notification processes</p>	Implemented

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>and requirements that need to be revised in the annual security report. UDPS will then make the appropriate revisions.</p> <p>UDPS Director added emergency notification process in the 2015 Annual Security & Fire Safety Report.</p> <p>Person Responsible – Johnnie Holbrooks/Kent Dunegan Timetable for Completion - Completed on September 29, 2015.</p>	
<p>Clery Act Compliance Audit, February 2015</p>	<p>At least two individuals in the UDPS should receive formal Clery Act training annually. Both should participate in the process of developing policy and Clery Act reporting. Pertinent training should also be conducted for all UDPS officers.</p>	<p>Corrective Action Plan – The UDPS Director and UDPS Lieutenant will receive formal Clery Act training annually. They will both participate in the process of developing policy and Clery Act reporting. UDPS Officers will be provided with Clery Act training.</p> <p>Immediate plans to obtain on-line training on the “Clery Act through the Clery Center for Security on Campus” have been made by the UDPS Director and UDPS Lieutenant. They also receive on-line information in regards to Clery from the “Campus Safety” magazine. Further knowledge is gained through periodic meetings with other system UDPS Chiefs and System Office Staff. As a result of these meetings the UDPS Director had requested an audit from the former Internal Auditor, Ms. Stephanie Nelson. Findings of the audit will be used to further refine policies and procedures as necessary.</p> <p>UDPS Director, UDPS Lieutenant, and UDPS Coordinator attended webinar on 5/28/2015 on Annual Security Report (ASR) Statements. Plan to join National Association of Clery Compliance Officers and Professionals (NACCOP) for future discounted trainings. UDPS Director and UDPS Lieutenant have been informing UDPS Officers of the importance of Clery on a regular basis.</p> <p>Person Responsible – Johnnie Holbrooks/Kent Dunegan Timetable for Completion --Completed on May 28, 2015.</p>	<p>Implemented</p>

TEXAS STATE UNIVERSITY

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
The Texas Prompt Payment Act Audit, June 2009	Texas State management has determined that it is in the best interest of the University to operate a student bookstore. However, both the University Bookstore point-of-sale and the Alkek Library system require double entry to maintain receiving systems. Financial Services should jointly work with the Library and Bookstore to determine if there is a method of interfacing their independent systems with SAP to eliminate the double entry process.	<p>October 14, 2015 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Persons Responsible: Lori Hughes, Administrative Librarian, Alkek Library, James Webb, Director of Accounting, and Joyce Muñoz, Competency Center Lead, FI Competency Center</p> <p>Timetable for Completion: September 2013 July 16, 2013 – Revised Timetable for Completion: December 2014 October 3, 2014 - Revised Timetable for Completion: August 31, 2015.</p>	Implemented
Compliance Audit of Procurement Cards, May 2015	PSS should develop a formal methodology for selecting departments for Transaction Compliance Reviews as detailed in Section 10 of the P-Card Manual to ensure cardholders and account managers are complying with P-Card requirements.	<p>May 18, 2015 - Management agrees. The Office of Procurement & Strategic Sourcing runs monthly reports to review the activity of each card. This report will be used to determine which departments are to be scheduled for a compliance review. The Office of Procurement & Strategic Sourcing will hire a new analyst that will be responsible for compliance reviews, analysis, and reports.</p> <p>Person Responsible: Judi Nicholson, Assistant Director of Procurement & Strategic Sourcing Timetable for completion: November 1, 2015</p>	Planned
	PSS should develop a formal methodology for selecting departments for Transaction Compliance Reviews as detailed in Section 10 of the P-Card Manual to ensure cardholders and account managers are complying with requirements for completing the Procurement Card Transaction Logs and monthly reconciliations.	<p>May 18, 2015 - Management agrees. The Office of Procurement & Strategic Sourcing runs monthly reports to review the activity of each card. This report will be used to determine which departments are to be scheduled for a compliance review. The Office of Procurement & Strategic Sourcing will hire a new analyst that will be responsible for compliance reviews, analysis, and reports.</p> <p>Person Responsible: Judi Nicholson, Assistant Director of Procurement & Strategic Sourcing Timetable for completion: November 1, 2015</p>	Planned

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Audit Report	Recommendations	Management's Most Current Response	Status (*)
	PSS should ensure that cardholders, account managers, and others assigned to function as account managers complete and remain current with the P-Card Training.	<p>May 18, 2015 - Management agrees. The Office of Procurement & Strategic Sourcing currently requires that each cardholder and account manager take the p-card review and score 100 in order to have p-card usage. We will verify completion November 01, 2015 and report to the Vice Presidents the individuals who have not completed the review. Failure to comply will lead to the cancellation of the card.</p> <p>Person Responsible: Judi Nicholson, Assistant Director of Procurement & Strategic Sourcing Timetable for completion: December 1, 2015</p>	Planned
Audit of the Norman Hackerman Advanced Research Program, May 2015	The University should ensure that PIs are submitting required reports in accordance with the grantors reporting requirements.	<p>October 15, 2015 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Dr. Billy C. Covington, Associate VP for Research and Federal Relations Timetable for completion: August 31, 2015</p>	Implemented
	The University should ensure employees are meeting the publication expectations and NHARP support acknowledgement requirements established by the grantor.	<p>October 15, 2015 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Dr. Billy C. Covington, Associate VP for Research and Federal Relations Timetable for completion: August 31, 2015</p>	Implemented

SYSTEM ADMINISTRATION			
TSUS-Follow-up on Public Funds Investment Act Compliance, August 2015	The beginning market value for the Wells Fargo account was listed as \$0, but the ending market value for the same account during the previous quarter (ending 8/31/14) was \$62,422.20. The November 2014 report should have reflected the beginning balance as \$62,422.20.	The report has been corrected.	Implemented

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ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO SEPTEMBER 30, 2014

**Texas State University System Consolidated Institutions
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income	Return
<u>Short Term Funds</u>					
Lamar University	\$ 60,176,232.20	\$ 72,478,832.85	\$ 72,478,832.85	\$ 78,619.90	0.09%
Sam Houston State University	\$ 42,714,763.10	\$ 39,197,886.87	\$ 39,197,886.87	\$ 17,808.23	0.09%
Sul Ross State University	\$ 18,768,352.13	\$ 16,980,853.71	\$ 16,980,853.71	\$ 7,956.40	0.05%
Texas State University	\$ 238,575,769.12	\$ 239,831,765.01	\$ 239,831,765.01	\$ 42,946.66	0.02%
Lamar Institute of Technology	\$ 8,229,198.20	\$ 5,780,292.18	\$ 5,780,292.18	\$ 1,828.18	0.03%
Lamar State College - Orange	\$ 18,932,027.74	\$ 17,644,381.99	\$ 17,644,381.99	\$ 3,968.43	0.02%
Lamar State College - Port Arthur	\$ 5,829,828.60	\$ 5,888,516.98	\$ 5,888,516.98	\$ 3,158.00	0.06%
Texas State University System Office	\$ 6,415,985.63	\$ 5,846,229.16	\$ 5,846,229.16	\$ 950.77	0.02%
<u>Short Term Funds Total</u>	\$ 399,642,156.72	\$ 403,648,758.75	\$ 403,648,758.75	\$ 157,236.57	0.04%
				6 Month T-Bill	0.01%

<u>Long Term Funds Appendix A</u>					
Lamar University	\$ 2,757,005.70	\$ 2,107,361.20	\$ 2,107,361.20	\$ 355.50	0.02%
Sam Houston State University	\$ 64,581,910.22	\$ 74,248,245.36	\$ 74,422,684.59	\$ 116,618.32	0.03%
Sul Ross State University	\$ -	\$ 5,024,553.12	\$ 5,024,553.12	\$ 799.32	0.02%
Texas State University	\$ 79,558,768.95	\$ 129,483,447.22	\$ 128,595,821.03	\$ 431,788.25	0.01%
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ 1,393,238.06	\$ 1,390,867.80	\$ 1,390,867.80	\$ 218.39	0.02%
Lamar State College - Port Arthur	\$ 782,038.32	\$ 782,288.00	\$ 782,288.00	\$ 249.67	0.03%
Texas State University System Office	\$ 6,748,647.54	\$ 6,732,411.00	\$ 6,732,411.00	\$ 1,088.46	0.02%
<u>Long Term Funds Appendix A Total</u>	\$ 155,821,608.79	\$ 219,769,173.70	\$ 219,055,986.74	\$ 551,117.91	0.02%
				6 Month T-Bill	0.01%

**Texas State University System Consolidated Institutions
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income	Return
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Long Term Funds Appendix B

Lamar University	\$ -	\$ -	\$ -	\$ -	-
Sam Houston State University	\$ 14,685,245.42	\$ 14,969,708.45	\$ 15,093,729.96	\$ 86,264.15	-0.37%
Sul Ross State University	\$ -	\$ -	\$ -	\$ -	-
Texas State University	\$ -	\$ -	\$ -	\$ -	-
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Port Arthur	\$ -	\$ -	\$ -	\$ -	-
Texas State University System Office	\$ -	\$ -	\$ -	\$ -	-

<u>Long Term Funds Appendix B Total</u>	\$ 14,685,245.42	\$ 14,969,708.45	\$ 15,093,729.96	\$ 86,264.15	-0.37%
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ML 1-3 Year Treasury 0.03%

Bond Proceeds

Lamar University	\$ -	\$ -	\$ -	\$ -	-
Sam Houston State University	\$ 81,620,066.12	\$ 81,635,300.50	\$ 81,635,300.50	\$ 15,216.29	0.80%
Sul Ross State University	\$ -	\$ -	\$ -	\$ -	-
Texas State University	\$ 74,522,841.66	\$ 61,264,597.02	\$ 61,264,597.02	\$ 15,394.62	0.02%
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Port Arthur	\$ -	\$ -	\$ -	\$ -	-
Texas State University System Office	\$ -	\$ -	\$ -	\$ -	-

<u>Bond Proceeds Total</u>	\$ 156,142,907.78	\$ 142,899,897.52	\$ 142,899,897.52	\$ 30,610.91	0.47%
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6 Month T-Bill 0.01%

<u>Grand Total</u>	\$ 726,291,918.71	\$ 781,287,538.42	\$ 780,698,372.97	\$ 825,229.54	0.11%
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**Texas State University System Consolidated Institutions
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Endowment	Market Value	Quarter Return	FYTD Return
100%	Total System Return	\$ 193,402,663	-4.91%	-1.34%
15.8%	Lamar University <i>28.4% Russell 3000, 3.6% BC Credit, 68.1% at 0% Annual Return.</i>	30,567,383	-1.96% -1.78%	-0.48% 0.08%
46.7%	Sam Houston State University <i>*Currently the policy benchmark is a blend of 27% S&P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.</i>	90,281,784	-5.01% -4.34%	0.14% -0.07%
8.8%	Sul Ross State University <i>*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, and 35% BC Aggregate.</i>	17,087,787	-7.03% -4.43%	-4.18% -0.08%
28.7%	Texas State University <i>*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI ACWI ex US, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 30% BC Aggregate, 1% 91-Day T-Bill, and 4% ML 6 Month T-Bill.</i>	55,465,709	-5.71% -4.62%	-3.34% -0.35%
	Lamar Institute of Technology N/A	0	- N/A	- N/A
	Lamar State College - Orange N/A	0	- N/A	- N/A
	Lamar State College - Port Arthur N/A	0	- N/A	- N/A
	Texas State University System Office N/A	0	- N/A	- N/A

Index Listing	Quarter	FYTD
Russell 3000 - Domestic Equity	-6.07%	0.35%
S&P 500 - Domestic Equity	-5.92%	0.50%
MSCI EAFE - International Equity	-8.07%	-7.09%
FTSE NAREIT - Real Estate	-5.38%	-0.57%
BC Int. Gov't - Fixed Income Government / Agency	0.07%	1.89%
BC Credit - Fixed Income Corporates	-1.72%	-0.46%
BC 3 Yr Muni - Fixed Income Municipal Bonds	0.68%	0.70%
91-Day T-Bill - Fixed Income Money Market	0.01%	0.03%
ML All Invest ex Man V0A1 - Convertibles	-5.87%	2.15%
ML 1-3 Year Treasury - Fixed Income Money Market	0.03%	0.80%
6 Month T-Bill - Fixed Income Money Market	0.01%	0.14%
Alerian MLP - Fixed Income MLP	-15.66%	-29.34%

Lamar University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 08/31/15	
				As of 05/31/15	As of 08/31/15	As of 08/31/15	As of 08/31/15	Investment Income	Return		
Short Term Funds											
Cash in Bank				\$ 46,737,737.89	\$ 52,840,694.66	\$ 52,840,694.66	\$ 52,840,694.66	\$ 70,921.90	0.11%		
Cash in Treasury				\$ 7,724,363.85	\$ 4,109,578.66	\$ 4,109,578.66	\$ 4,109,578.66	\$ 6,764.96	0.20%		
TexPool Series 0001	General Fund			\$ 5,714,130.46	\$ 15,528,559.53	\$ 15,528,559.53	\$ 15,528,559.53	\$ 933.04	0.02%		
Totals				\$ 60,176,232.20	\$ 72,478,832.85	\$ 72,478,832.85	\$ 72,478,832.85	\$ 78,619.90	0.09%		
										6 Month T-Bill	0.01%

Long Term Funds											
Appendix A											
Cash in Bank				\$ -	\$ -	\$ -	\$ -	\$ -	-	-	
TexPool Series 0002				\$ 2,757,005.70	\$ 2,107,361.20	\$ 2,107,361.20	\$ 2,107,361.20	\$ 355.50	0.02%		
Totals				\$ 2,757,005.70	\$ 2,107,361.20	\$ 2,107,361.20	\$ 2,107,361.20	\$ 355.50	0.02%		
										6 Month T-Bill	0.01%

Lamar University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Twila Baker
Cruse Melvin

 Name of Signee
 Title

RVP - Finance Controller
VP For Finance +
Operations

Twila Baker
Cruse Melvin



Lamar University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 30,567,383	-1.96%	-0.48%
	<i>Total Blended Index</i>		<i>-1.78%</i>	<i>0.08%</i>
28.4 %	Domestic Equity	\$ 8,670,806	-6.82%	-1.85%
	<i>Russell 3000</i>		<i>-6.07%</i>	<i>0.35%</i>
28.4	Commonfund MS Equity Fund	8,670,806	-6.82%	-1.85%
3.6 %	Total Fixed Income	\$ 1,087,006	-1.01%	0.38%
3.6 %	Corporates	\$ 1,087,006	-1.01%	0.38%
	<i>BC Credit</i>		<i>-1.72%</i>	<i>-0.46%</i>
3.6	Commonfund MS Bond Fund	1,087,006	-1.01%	0.38%
68.1 %	Other	\$ 20,809,571	0.02%	0.05%
	Cash in Bank	0	-	0.00%
68.1	Texpool Series 0001	20,809,571	0.02%	0.05%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks. Currently the Total Blended Index is: 28.4% Russell 3000, 3.6% BC Credit, 68.1% at 0% Annual Return.

Lamar University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$31,103,093	\$577,238	-\$470,086	\$44,634	\$8,883	-\$696,378	\$30,567,383
All Equity Composite	\$9,337,267	\$0	-\$31,466	\$31,466	\$8,058	-\$674,519	\$8,670,806
Domestic Equity	\$9,337,267	\$0	-\$31,466	\$31,466	\$8,058	-\$674,519	\$8,670,806
Commonfund MS Equity Fund	\$9,337,267		-\$31,466	\$31,466	\$8,058	-\$674,519	\$8,670,806
Total Fixed Income	\$1,108,040	\$0	-\$9,825	\$9,825	\$824	-\$21,858	\$1,087,006
Corporates	\$1,108,040	\$0	-\$9,825	\$9,825	\$824	-\$21,858	\$1,087,006
Commonfund MS Bond Fund	\$1,108,040		-\$9,825	\$9,825	\$824	-\$21,858	\$1,087,006
Other	\$20,657,785	\$577,238	-\$428,794	\$3,342	\$0	\$0	\$20,809,571
Cash in Bank	\$38,060	\$269,589	-\$307,649				
Texpool Series 0001	\$20,619,725	\$307,649	-\$121,145	\$3,342		\$0	\$20,809,571

Sam Houston State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
 PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income Return	
Short Term Funds								
Cash in Bank				\$ 13,428,789.00	\$ 25,580,635.78	\$ 25,580,635.78	\$ 9,929.96	0.09%
Cash in Treasury				\$ 9,785,823.89	\$ 2,126,572.54	\$ 2,126,572.54	\$ 5,913.00	0.04%
TexPool Series 0036	Short Term Non-Ed			\$ 19,500,150.21	\$ 11,434,304.05	\$ 11,434,304.05	\$ 1,965.27	0.12%
Wells Fargo				\$ -	\$ 56,374.50	\$ 56,374.50	\$ -	0.00%
Totals				\$ 42,714,763.10	\$ 39,197,886.87	\$ 39,197,886.87	\$ 17,808.23	0.09%
							6 Month T-Bill	0.01%
Long Term Funds								
Appendix A								
Cash in Bank (Trustmark)				\$ 686.02	\$ 519.36	\$ 519.36	\$ 0.02	0.00%
Baird Advisors FI				\$ 15,224,273.19	\$ 15,230,026.15	\$ 15,310,135.08	\$ 75,096.08	0.10%
Agincourt Capital Mgmt				\$ 5,786,296.47	\$ 5,785,639.60	\$ 5,879,969.90	\$ 34,458.73	-0.01%
Atlanta Capital Mgmt				\$ 345,657.29	\$ -	\$ -	\$ 0.49	0.00%
TexPool Series 0004	Non Educational			\$ 42,149,017.47	\$ 52,155,906.64	\$ 52,155,906.64	\$ 6,889.17	0.02%
TexPool Series 0005	Educational & General			\$ 708,636.72	\$ 708,751.27	\$ 708,751.27	\$ 114.55	0.02%
TexPool Series 0023	Non-Ed Plant			\$ 367,343.06	\$ 367,402.34	\$ 367,402.34	\$ 59.28	0.02%
Totals				\$ 64,581,910.22	\$ 74,248,245.36	\$ 74,422,684.59	\$ 116,618.32	0.03%
							6 Month T-Bill	0.01%
Long Term Funds								
Appendix B								
Agincourt Capital Mgmt- OPL B				\$ 1,990,167.83	\$ 1,967,908.53	\$ 1,990,095.63	\$ 17,161.49	-1.11%
Balanced Growth Advisors- OPL B				\$ 748,327.21	\$ 727,527.19	\$ 745,861.27	\$ 1,178.12	-2.71%
Atlanta Capital Floating - OPLB				\$ 3,157,358.75	\$ 3,503,100.77	\$ 3,503,690.46	\$ 4,913.39	0.07%
Palmer Square - OPL B				\$ 4,382,157.54	\$ 4,372,175.34	\$ 4,375,715.99	\$ 33,011.96	-0.23%
Thornburg Intermed Muni - OPL B				\$ 3,671,447.45	\$ 3,692,827.21	\$ 3,716,851.13	\$ 21,358.46	0.58%
REMS RE - RREIX- OPL B				\$ 735,167.65	\$ 705,902.34	\$ 761,248.41	\$ 8,640.72	-3.98%
Cash - OPL B				\$ 618.99	\$ 267.07	\$ 267.07	\$ 0.01	0.00%
Totals				\$ 14,685,245.42	\$ 14,969,708.45	\$ 15,093,729.96	\$ 86,264.15	-0.37%
							ML 1-3 Year Treasury	0.03%
Bond Proceeds								
Cash in Bank (FNB)				\$ 16,783.97	\$ 16,813.50	\$ 16,813.50	\$ 11.44	0.18%
TexPool Series 0028	Residence Hall Bonds 2011			\$ 1,241,591.90	\$ 1,241,792.53	\$ 1,241,792.53	\$ 200.63	0.02%
TexPool Series 0032	Series 2013 Construction B			\$ 93,411.30	\$ 93,426.36	\$ 93,426.36	\$ 15.06	0.02%
TexPool Series 0034	Series 2015 Non-Tax			\$ 72,826,568.08	\$ 1,001,795.73	\$ 1,001,795.73	\$ 5,237.21	0.01%
TexPool Series 0035	Series 2015 Tax			\$ 7,441,710.87	\$ 1,000,260.43	\$ 1,000,260.43	\$ 609.90	0.01%
Wells Fargo Series 15				\$ -	\$ 78,281,211.95	\$ 78,281,211.95	\$ 9,142.05	0.83%
Totals				\$ 81,620,066.12	\$ 81,635,300.50	\$ 81,635,300.50	\$ 15,216.29	0.80%
							6 Month T-Bill	0.01%

Sam Houston State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.


 Name of Signee
 Title
 Vice President for
 Finance and Operations

10/15/2015

Sam Houston State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 90,281,784	-5.01%	0.14%
	<i>Total Blended Index</i>		<i>-4.34%</i>	<i>-0.07%</i>
66.8 %	All Equity Composite	\$ 60,331,457	-5.19%	1.35%
	<i>Blended Equity Index</i>		<i>-6.46%</i>	<i>-1.10%</i>
53.8 %	Domestic Equity	\$ 48,566,852	-4.32%	4.04%
	<i>Russell 3000</i>		<i>-6.07%</i>	<i>0.35%</i>
0.7	Vanguard Prime Cap Fund - VPMAX	615,294	-7.03%	1.04%
9.4	Vanguard Instl Index - VINIX	8,469,778	-5.89%	0.90%
10.0	Laudus LCG Fund - LGILX	9,015,236	-3.77%	7.46%
9.7	Parnassus LCV Fund - PRILX	8,745,435	-3.36%	1.68%
12.3	Columbus Circle SMID G	11,067,912	-4.55%	6.69%
11.8	Baird Investment Mgmt SMID V	10,653,196	-4.09%	2.48%
13.0 %	International Equity	\$ 11,764,605	-8.71%	-10.33%
	<i>MSCI EAFE</i>		<i>-8.07%</i>	<i>-7.09%</i>
5.7	Hancock Horizon Intl LC - HHDTX	5,120,893	-12.07%	-17.62%
4.9	Driehaus Intl SCG - DRIOX	4,428,012	-3.35%	1.57%
2.5	SPDR MSCI ACWI (EX-US) - CWI	2,215,699	-11.03%	-11.03%
15.9 %	Real Estate	\$ 14,393,356	-3.94%	1.53%
	<i>FTSE NAREIT</i>		<i>-5.38%</i>	<i>-0.57%</i>
15.9	Rems RE Income - RREIX	14,393,356	-3.94%	1.53%
15.2 %	Total Fixed Income	\$ 13,730,771	-4.68%	-3.39%
	<i>Blended Fixed Index</i>		<i>-2.67%</i>	<i>0.95%</i>
3.5 %	Corporates	\$ 3,122,864	-0.61%	1.33%
	<i>BC Credit</i>		<i>-1.72%</i>	<i>-0.46%</i>
3.5	Agincourt Capital Mgmt	3,122,864	-0.61%	1.33%
3.5 %	Municipal Bonds	\$ 3,162,890	0.67%	1.51%
	<i>BC 3 Yr Muni</i>		<i>0.68%</i>	<i>0.70%</i>
3.5	iShares S&P Natl Muni - MUB	3,162,890	0.67%	1.51%
1.9 %	Money Markets	\$ 1,738,678	0.08%	0.40%
	<i>91-Day T-Bill</i>		<i>0.01%</i>	<i>0.03%</i>
1.9	Ridgeworth Ultra Short- SIGVX	1,738,678	0.08%	0.40%
6.3 %	Hybrid Securities	\$ 5,706,339	-12.68%	-21.71%
	<i>ML All Invest ex Man VOA1</i>		<i>-5.87%</i>	<i>2.15%</i>
0.1	Invesco Convertibles - Class A	63,525	-4.66%	-3.37%
6.3	Tortoise Capital - MLP	5,642,814	-12.77%	-21.92%
2.0 %	Other	\$ 1,826,200	0.02%	0.07%
0.1	Money Market Sweep	82,952	0.09%	0.59%
0.3	TexPool Series 0010	251,228	0.02%	0.05%
1.7	TexPool Series 0011	1,492,020	0.02%	0.05%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

*Currently the policy benchmark is a blend of 27% S&P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.

Sam Houston State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$95,044,073	\$12,806,940	-\$12,846,200	\$383,979	-\$54,075	-\$5,052,934	\$90,281,784
All Equity Composite	\$57,506,245	\$6,247,076	-\$77,841	\$136,906	-\$52,182	-\$3,428,746	\$60,331,457
Domestic Equity	\$47,611,422	\$3,213,474	-\$49,934	\$108,999	-\$51,058	-\$2,266,051	\$48,566,852
Vanguard Prime Cap Fund - VPMAX	\$661,817					-\$46,523	\$615,294
Vanguard Instl Index - VINIX	\$8,198,136	\$800,000		\$41,167	-\$375	-\$569,151	\$8,469,778
Laudus LCG Fund - LGILX	\$8,371,819	\$997,000			-\$375	-\$353,208	\$9,015,236
Parnassus LCV Fund - PRILX	\$8,042,941	\$1,000,000		\$28,076	-\$375	-\$325,207	\$8,745,435
Columbus Circle SMID G	\$11,603,965	\$16,474	-\$25,350	\$7,891	-\$25,350	-\$509,719	\$11,067,912
Baird Investment Mgmt SMID V	\$10,732,743	\$400,000	-\$24,584	\$31,865	-\$24,584	-\$462,243	\$10,653,196
International Equity	\$9,894,823	\$3,033,602	-\$27,908	\$27,908	-\$1,124	-\$1,162,695	\$11,764,605
Hancock Horizon Intl LC - HHDTX	\$5,823,967				-\$375	-\$702,699	\$5,120,893
Driehaus Intl SCG - DRIOX	\$4,070,856	\$515,000			-\$375	-\$157,469	\$4,428,012
SPDR MSCI ACWI (EX-US) - CWI		\$2,518,602	-\$27,908	\$27,908	-\$375	-\$302,528	\$2,215,699
Real Estate	\$10,976,187	\$4,000,000	\$0	\$135,652	-\$375	-\$718,108	\$14,393,356
Rems RE Income - RREIX	\$10,976,187	\$4,000,000		\$135,652	-\$375	-\$718,108	\$14,393,356
Total Fixed Income	\$12,048,208	\$2,510,911	-\$31,818	\$111,126	-\$1,351	-\$906,306	\$13,730,771
Corporates	\$3,142,236	\$0	-\$177	\$24,248	-\$260	-\$43,182	\$3,122,864
Agincourt Capital Mgmt	\$3,142,236		-\$177	\$24,248	-\$260	-\$43,182	\$3,122,864
Municipal Bonds	\$3,162,019	\$0	-\$20,081	\$13,445	-\$375	\$7,882	\$3,162,890
iShares S&P Natl Muni - MUB	\$3,162,019		-\$20,081	\$13,445	-\$375	\$7,882	\$3,162,890
Money Markets	\$1,737,276	\$0	\$0	\$2,156	-\$375	-\$379	\$1,738,678
Ridgeworth Ultra Short- SIGVX	\$1,737,276			\$2,156	-\$375	-\$379	\$1,738,678
Hybrid Securities	\$4,006,678	\$2,510,911	-\$11,560	\$71,278	-\$341	-\$870,627	\$5,706,339
Invesco Convertibles - Class A	\$67,011		-\$377	\$377		-\$3,486	\$63,525
Tortoise Capital - MLP	\$3,939,667	\$2,510,911	-\$11,183	\$70,900	-\$341	-\$867,141	\$5,642,814
Other	\$14,513,433	\$48,953	-\$12,736,540	\$294	-\$167	\$227	\$1,826,200
Money Market Sweep	\$12,770,467	\$48,953	-\$12,736,540	\$12	-\$167	\$227	\$82,952
TexPool Series 0010	\$251,187			\$41		\$0	\$251,228
TexPool Series 0011	\$1,491,779			\$241			\$1,492,020



SAM HOUSTON STATE UNIVERSITY
 OPERATING SHORT/BAIRD ADVISORS/
 TRUSTMARK NATIONAL BANK
 CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period 08/01/2015 through 08/31/2015
 Account Number 1044005609

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
1,290,393.23	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	1,290,393.23	1,290,393.23	8	13.35
		1,290,393.23	1,290,393.23	8	13.35
US GOVT. OBLIGATIONS					
1,050,000	CUSIP # 912828NR7 U S TREASURY NOTE DTD 07/31/2010 2.375% 07/31/2017 LAST PRICED: 08/31/2015	1,082,487.00	1,096,023.86	7	2,168.48
1,000,000	CUSIP # 912828PS3 U S TREASURY NOTE 01/31/2011 2% 01/31/2016 LAST PRICED: 08/31/2015	1,007,270.00	1,007,313.91	7	1,043.48
3,925,000	CUSIP # 912828QY9 U S TREASURY NOTE DTD 07/31/2011 2.25% 07/31/2018 LAST PRICED: 08/31/2015	4,058,096.75	4,025,209.12	27	7,679.35
1,475,000	CUSIP # 912828ST8 U S TREASURY NOTE DTD 04/30/2012 1.25% 04/30/2019 LAST PRICED: 08/31/2015	1,473,171.00	1,469,885.65	10	6,212.64
		7,621,024.75	7,598,432.54	50	17,103.95
COLLATERALIZED MORTGAGE OBLIGATIONS					
47,143.28825	CUSIP # 31358PQU4 FED NATL MTG ASSN SERIES 1992-136 CLASS PK DTD 08/01/1992 6% 08/25/2022 LAST PRICED: 08/31/2015	50,680.64	51,877.15	0	227.86



SAM HOUSTON STATE UNIVERSITY
 OPERATING SHORT/BAIRD ADVISORS/
 TRUSTMARK NATIONAL BANK
 CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period 08/01/2015 through 08/31/2015
 Account Number 1044005609

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
72,252.29	CUSIP # 3136AGLY6 FED NATL MTG ASSN SERIES 2013-M12 CLASS FA DTD 09/25/2013 .5294% 10/25/2017 LAST PRICED: 08/31/2015	72,293.33	72,252.29	0	6.38
143,436.11	CUSIP # 3137ABFV8 FED HOME LOAN MTG CORP SERIES K702 CLASS A2 DTD 06/01/2011 3.154% 02/25/2018 LAST PRICED: 08/31/2015	149,395.74	149,793.37	1	364.43
31,442.829	CUSIP # 31392EPT1 FED NATL MTG ASSN SERIES 2002-56 CLASS MC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 08/31/2015	32,252.70	33,126.07	0	139.31
		304,622.41	307,048.88	2	737.98
MUNICIPAL OBLIGATIONS					
150,000	CUSIP # 041431LH8 ARLINGTON CNTY VA TXBL-REF-SER C G/O UNLTD FED TAXABLE/ST TAX-EXEMPT DTD 05/09/2013 .606% 08/01/2016 LAST PRICED: 08/31/2015	149,551.50	149,938.50	1	75.75
200,000	CUSIP # 052414PW3 AUSTIN TX ELEC UTILITY SYSTEM REF-TXBL-SER B REVENUE BONDS FED TAXABLE DTD 05/01/2015 1.704% 11/15/2018 LAST PRICED: 08/31/2015	200,782.00	201,265.04	1	1,003.47
100,000	CUSIP # 087347V31 BETHLEHEM PA TXBL-SER B G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/09/2013 2.154% 10/01/2016 LAST PRICED: 08/31/2015	100,675.00	100,871.54	1	897.50



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 116421YU6 BROWNSVILLE TX INDPT SCH DIST SCH BLDG G/O UNLTD FED TAX-EXEMPT DTD 08/15/2006 5% 02/15/2017-2016 LAST PRICED: 08/31/2015	102,149.00	102,119.00	1	222.22
200,000	CUSIP # 172311JY9 CINCINNATI OH WTR SYS TXBL-REF-SER C REVENUE BONDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 08/12/2015 1.497% 12/01/2018 LAST PRICED: 08/31/2015	200,296.00	200,000.00	1	158.02
155,000	CUSIP # 196617FE9 COLORADO SPRINGS CO HOSP REV CONV 07/18/08 REV BDS FED & ST TAX-EXEMPT OID DTD 07/10/2002 5% 12/15/2032-2018 LAST PRICED: 08/31/2015	174,759.40	175,319.41	1	1,636.11
130,000	CUSIP # 238253YE2 DAUPHIN CNTY PA TXBL G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/17/2013 1.194% 03/01/2016 LAST PRICED: 08/31/2015	129,838.80	130,000.00	1	776.10
125,000	CUSIP # 29137RAT2 EMMAUS PA GEN AUTH SCH LEASE REVENUE TXBL-CAREER INSTITUTE TECHNOLOGY-SER B REV BDS NON-CALLABLE DTD 05/29/2014 1.356% 11/15/2016 LAST PRICED: 08/31/2015	125,022.50	125,000.00	1	499.08
100,000	CUSIP # 365418BR2 GARDEN ST PRESERVATION TR N J OPEN SPACE & FARMLAND PRES 2005 A REV BDS FED & ST TAX-EXEMPT DTD 12/01/2005 5.8% 11/01/2018-2015 LAST PRICED: 08/31/2015	100,916.00	107,147.89	1	1,933.33



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 373541T68 GEORGIA MUN ELEC AUTH PWR REV TXBL-SER D REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 12/21/2011 3.052% 01/01/2016 LAST PRICED: 08/31/2015	100,694.00	102,872.94	1	508.67
175,000	CUSIP # 37855PHS4 GLENDALE WI CMNTY DEV AUTH REF-TXBL-SER B REV BDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 08/03/2015 2.1% 10/01/2018 LAST PRICED: 08/31/2015	176,092.00	175,411.43	1	285.83
125,000	CUSIP # 43232FJS6 HILLSBOROUGH CNTY FL CAPITAL IMPT PROGRAM REF-CRIMINAL JUSTICE FACS REV BDS NON-CALLABLE FED TAX-EXEMPT DTD 06/30/2003 5% 08/01/2016 LAST PRICED: 08/31/2015	130,328.75	140,505.40	1	520.83
125,000	CUSIP # 45200FYR4 ILLINOIS ST FIN AUTH REVENUE IL RUSH UNIV MED CTR SER C REV BDS FED TAX-EXEMPT/ST TAXABLE OID DTD 07/29/2009 6.625% 11/01/2039-2019 LAST PRICED: 08/31/2015	149,017.50	149,283.51	1	2,760.42
100,000	CUSIP # 452252DB2 ILLINOIS ST TOLL HWY AUTH SR PRIORITY-SER A-1 REV BDS FED TAX-EXEMPT/ST TAXABLE DTD 06/07/2006 5% 01/01/2026-2016 LAST PRICED: 08/31/2015	103,917.00	112,052.38	1	833.33
100,000	CUSIP # 46263RCR4 IPS MULTI-SCH BLDG CORP IN FIRST MTG REV BDS FED & ST TAX-EXEMPT OID DTD 03/30/2006 4.5% 07/15/2028-2016 LAST PRICED: 08/31/2015	101,549.00	101,473.68	1	575.00



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255,000	CUSIP # 483686BF7 KANAWHA PUTNAM CNTY HUNTINGTON CHARLESTON W VA SF MTGE COMPOUND INT-1984 SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT ZERO CPN OID DTD 09/19/1984 0% 12/01/2016 LAST PRICED: 08/31/2015	253,294.05	247,262.90	2	0.00
145,000	CUSIP # 501445KD1 KUTZTOWN PA TXBL-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/02/2013 1.488% 11/15/2015 LAST PRICED: 08/31/2015	145,216.05	145,000.00	1	635.29
195,000	CUSIP # 546593AE4 LOUISVILLE & JEFFERSON CNTY KY MET GOVT HLTH FACS REVENUE JEWISH HOSP ST MARYS HLTHCARE REV BDS FED & ST TAX-EXEMPT OID DTD 07/10/2008 6.125% 02/01/2037-2018 LAST PRICED: 08/31/2015	219,694.80	219,340.29	1	995.31
300,000	CUSIP # 567288QR9 MARICOPA CNTY AZ UNIF SCH DIST #48 SCOTTSDALE PREREFUNDED-SCH IMPT-PJ 2004-B G/O UNLTD FED & ST TAX-EXEMPT OID DTD 10/01/2006 4% 07/01/2026-2016 LAST PRICED: 08/31/2015	309,144.00	327,985.03	2	2,000.00
225,000	CUSIP # 575577KT7 MASSACHUSETTS BAY MA TRANSPRTN AUTH REV ASSMT-SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 11/13/2008 5% 07/01/2017 LAST PRICED: 08/31/2015	243,011.25	262,582.96	2	1,875.00
145,000	CUSIP # 575579XJ1 MA ST BAY TRANSPRTN AUTH SALES TAX REVENUE PREREFUNDED-SR-SER C REV BDS NON-CALLABLE FED & ST TAX-EXEMPT DTD 12/22/2004 5.5% 07/01/2017 LAST PRICED: 08/31/2015	157,783.20	171,609.49	1	1,329.17



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120,000	CUSIP # 64469DTZ4 NEW HAMPSHIRE ST HSG FIN AUTH REV TXBL-REF-ACQUISITION-SER A REV BDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/03/2013 1.25% 07/01/2016 LAST PRICED: 08/31/2015	119,934.00	120,000.00	1	250.00
75,000	CUSIP # 677581DS6 OHIO ST MAJOR NEW STATE INFRASTRUCTURE PROJ REV BUILD AMER BDS-TAXABLE-SER 2-DIRECT REVENUE BONDS FED TAXABLE/ST TAX-EXEMPT DTD 05/25/2010 3.893% 06/15/2017 LAST PRICED: 08/31/2015	78,426.75	79,715.01	1	616.39
125,000	CUSIP # 6824543R2 ONEIDA CNTY NY TAXABLE-PUB IMPT-SER B G/O UNLTD FED TAXABLE/ST TAX-EXEMPT OID DTD 04/15/2009 6.25% 04/15/2019 LAST PRICED: 08/31/2015	136,312.50	136,569.87	1	2,951.39
100,000	CUSIP # 720560QF1 PIERCE CNTY WA SCH DIST #400 CLOVER PARK G/O UNLTD FED TAX-EXEMPT DTD 06/01/2006 5% 12/01/2023-2016 LAST PRICED: 08/31/2015	103,484.00	111,552.49	1	1,250.00
250,000	CUSIP # 722195LR3 PINAL CNTY AZ UNIF SCH DIST #43 APACHE JUNCTION SCH IMPT-SER B G/O UNLTD FED & ST TAX-EXEMPT DTD 05/01/2006 5% 07/01/2025-2016 LAST PRICED: 08/31/2015	259,685.00	280,081.55	2	2,083.33
125,000	CUSIP # 750514TG6 RADNOR TWP PA TXBL-NTS-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 06/13/2013 .889% 07/15/2016 LAST PRICED: 08/31/2015	125,318.75	125,000.00	1	141.99



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
450,000	CUSIP # 759136LN2 REGIONAL TRANSPRTN DIST CO SALES TAX REV FASTRACKS PROJ-SER A REV BDS FED & ST TAX-EXEMPT 10/19/2006 5% 11/01/2036-2016 LAST PRICED: 08/31/2015	474,169.50	512,526.61	3	7,500.00
145,000	CUSIP # 759136PJ7 REGIONAL TRANSPRTN DIST CO SALES TAX PREREFUNDED-FASTRACKS PJ-A REV BDS FED & ST TAX-EXEMPT DTD 10/19/2006 5% 11/01/2031-2016 LAST PRICED: 08/31/2015	152,787.95	165,098.51	1	2,416.67
200,000	CUSIP # 769584CW1 RIVIERA BEACH FL PUBLIC IMPT REV TXBL REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 09/02/2015 1.227% 04/01/2016 LAST PRICED: 08/31/2015	200,122.00	200,000.00	1	0.00
100,000	CUSIP # 851018JC6 SPRINGFIELD MS PUBLIC UTILITY REV BDS FED & ST TAX-EXEMPT OID DTD 09/27/2006 4.375% 08/01/2030-2016 LAST PRICED: 08/31/2015	103,602.00	103,571.22	1	364.58
100,000	CUSIP # 882756R76 TEXAS ST PUBLIC FIN AUTH UNEMPLOYMENT COMP-SER A REV BDS FED TAX-EXEMPT DTD 12/15/2010 5% 07/01/2016-2016 LAST PRICED: 08/31/2015	101,582.00	101,567.00	1	0.00
130,000	CUSIP # 940093Y68 WASHINGTON ST UNIV BUILD AMERICA BONDS REV BDS NON-CALLABLE FED TAXABLE DTD 12/01/2009 4.347% 10/01/2016 LAST PRICED: 08/31/2015	134,670.90	134,711.84	1	2,354.63
100,000	CUSIP # 973175BY7 WINDER-BARROW GA INDL BLDG AUTH TXBL-REF-BARROW CO ECON DEV PROJ REV BDS NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT OID DTD 06/23/2015 1% 10/01/2016 LAST PRICED: 08/31/2015	100,053.00	100,104.99	1	188.89



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		5,463,880.15	5,617,540.48	36	39,638.30
CORPORATE BONDS					
150,000	CUSIP # 037833AG5 APPLE INC DTD 05/03/2013 .5501% 05/03/2018 LAST PRICED: 08/31/2015	149,946.00	150,279.81	1	66.47
113,000	CUSIP # 36962GLF9 GENERAL ELEC CAP CORP DTD 09/10/1997 6.9% 09/15/2015 LAST PRICED: 08/31/2015	113,216.96	117,053.71	1	3,595.28
250,000	CUSIP # 459200GX3 INTL BUSINESS MACHINES CORP DTD 07/22/2011 1.95% 07/22/2016 LAST PRICED: 08/31/2015	253,032.50	257,908.94	2	528.13
75,000	CUSIP # 89114QB64 TORONTO-DOMINION BANK DTD 07/23/2015 1.75% 07/23/2018 LAST PRICED: 08/31/2015	74,719.50	74,925.75	0	138.54
100,000	CUSIP # 89236TCB9 TOYOTA MOTOR CREDIT CORP DTD 01/12/2015 .606% 01/12/2018 LAST PRICED: 08/31/2015	99,828.00	100,000.00	1	85.85
150,000	CUSIP # 961214BY8 WESTPAC BANKING CORP DTD 01/14/2013 .95% 01/12/2016 LAST PRICED: 08/31/2015	150,241.50	150,257.78	1	193.96
		840,984.46	850,425.99	6	4,608.23
FOREIGN BONDS-NOTES & DEBENTURES					
100,000	CUSIP # 06366RU78 BANK OF MONTREAL DTD 07/31/2015 1.8% 07/31/2018 LAST PRICED: 08/31/2015	99,612.00	99,863.00	1	150.00



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
150,000	CUSIP # 064159DB9 BANK OF NOVA SCOTIA DTD 12/13/2013 .70585% 12/13/2016 LAST PRICED: 08/31/2015	150,244.50	150,282.61	1	235.28
100,000	CUSIP # 78010UBY2 ROYAL BANK OF CANADA DTD 09/11/2013 1.45% 09/09/2016 LAST PRICED: 08/31/2015	100,575.00	100,638.57	1	692.78
		350,431.50	350,784.18	2	1,078.06
	TOTAL INVESTMENTS	15,871,336.50			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	704,490.22			
	NET ASSETS	15,166,846.28			
	ACCRUED INCOME	63,179.87			
	TOTAL MARKET VALUE	15,230,026.15			



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
53,603.65	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	53,603.65	53,603.65	1	0.22
		53,603.65	53,603.65	1	0.22
US GOVT. OBLIGATIONS					
1,153,000	CUSIP # 912828C65 U S TREASURY NOTE DTD 03/31/2014 1.625% 03/31/2019 LAST PRICED: 08/31/2015	1,167,008.95	1,163,705.94	20	7,883.56
676,000	CUSIP # 912828SJ0 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 08/31/2015	678,616.12	677,062.41	12	16.25
		1,845,625.07	1,840,768.35	32	7,899.81
MORTGAGE BACKED SECURITIES					
570,745.51	CUSIP # 31294UAT0 FED HOME LOAN MTG CORP POOL E09018 DTD 12/01/2012 2.5% 01/01/2028 LAST PRICED: 08/31/2015	585,025.56	590,838.18	10	1,189.05
643,443.48345	CUSIP # 3138A4Y58 FED NATL MTG ASSN POOL AH3431 DTD 01/01/2011 3.5% 01/01/2026 LAST PRICED: 08/31/2015	679,836.65	682,120.23	12	1,876.71
		1,264,862.21	1,272,958.41	22	3,065.76
CORPORATE BONDS					



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
230,000	CUSIP # 06406HBM0 BANK OF NEW YORK MELLON DTD 05/12/2009 5.45% 05/15/2019 LAST PRICED: 08/31/2015	256,010.70	256,986.34	4	3,690.86
250,000	CUSIP # 084664BS9 BERKSHIRE HATHAWAY FIN DTD 05/15/2012 1.6% 05/15/2017 LAST PRICED: 08/31/2015	251,642.50	254,414.89	4	1,177.78
170,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 08/31/2015	173,969.50	182,961.01	3	233.75
180,000	CUSIP # 36962G3H5 GENERAL ELEC CAP CORP SERIES MTN DTD 09/24/2007 5.625% 09/15/2017 LAST PRICED: 08/31/2015	194,673.60	209,800.23	3	4,668.75
180,000	CUSIP # 459200GJ4 INTL BUSINESS MACHINES CORP DTD 09/14/2007 5.7% 09/14/2017 LAST PRICED: 08/31/2015	195,829.20	213,213.04	3	4,759.50
200,000	CUSIP # 594918AC8 MICROSOFT CORP DTD 05/18/2009 4.2% 06/01/2019 LAST PRICED: 08/31/2015	217,352.00	217,226.32	4	2,100.00
178,000	CUSIP # 656531AF7 NORSK HYDRO A S DTD 01/15/1998 6.7% 01/15/2018 LAST PRICED: 08/31/2015	198,074.84	211,519.84	3	1,523.88
185,000	CUSIP # 822582AC6 SHELL INTERNATIONAL FIN DTD 03/22/2007 5.2% 03/22/2017 LAST PRICED: 08/31/2015	196,299.80	212,517.33	3	4,248.83
100,000	CUSIP # 842434CD2 SOUTHERN CALIF GAS CO SERIES HH DTD 10/17/2003 5.45% 04/15/2018 LAST PRICED: 08/31/2015	110,461.00	119,262.45	2	2,058.89



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
200,000	CUSIP # 89233P6S0 TOYOTA MOTOR CREDIT CORP DTD 10/05/2012 1.25% 10/05/2017 LAST PRICED: 08/31/2015	199,600.00	200,262.95	3	1,013.89
180,000	CUSIP # 911312AH9 UNITED PARCEL SERVICE INC DTD 01/15/2008 5.5% 01/15/2018 LAST PRICED: 08/31/2015	197,436.60	205,518.30	3	1,265.00
175,000	CUSIP # 931142CJ0 WAL-MART STORES INC DTD 08/24/2007 5.8% 02/15/2018 LAST PRICED: 08/31/2015	193,872.00	211,018.62	3	451.11
180,000	CUSIP # 98385XAL0 XTO ENERGY INC DTD 07/19/2007 6.25% 08/01/2017 LAST PRICED: 08/31/2015	197,231.40	217,938.17	3	937.50
		2,582,453.14	2,712,639.49	45	28,129.74
	TOTAL INVESTMENTS	5,746,544.07			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	5,746,544.07			
	ACCRUED INCOME	39,095.53			
	TOTAL MARKET VALUE	5,785,639.60			



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
65,139.45	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	65,139.45	65,139.45	3	1.15
		65,139.45	65,139.45	3	1.15
COLLATERALIZED MORTGAGE OBLIGATIONS					
10,484.1186	CUSIP # 84474YAA4 SOUTHWEST AIRLINES SERIES 2007-1 DTD 10/03/2007 6.15% 02/01/2024 LAST PRICED: 08/31/2015	11,742.21	11,967.38	1	53.73
		11,742.21	11,967.38	1	53.73
CORPORATE BONDS					
25,000	CUSIP # 00206RAJ1 AT&T INC DTD 02/01/2008 5.5% 02/01/2018 LAST PRICED: 08/31/2015	26,978.25	27,214.92	1	114.58
35,000	CUSIP # 00287YAJ8 ABBVIE INC DTD 05/06/2013 1.75% 11/06/2017-2013 LAST PRICED: 08/31/2015	34,970.60	35,122.24	2	195.66
35,000	CUSIP # 025816AY5 AMERICAN EXPRESS CO DTD 03/19/2008 7% 03/19/2018 LAST PRICED: 08/31/2015	39,456.20	39,687.00	2	1,102.50
15,000	CUSIP # 03076CAF3 AMERIPRISE FINANCIAL INC DTD 09/06/2013 4% 10/15/2023 LAST PRICED: 08/31/2015	15,565.35	16,290.31	1	226.67
20,000	CUSIP # 031162BV1 AMGEN INC DTD 05/22/2014 3.625% 05/22/2024-2024 LAST PRICED: 08/31/2015	19,738.40	21,031.68	1	199.38



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20,000	CUSIP # 055451AU2 BHP BILLITON FIN USA LTD DTD 09/30/2013 3.85% 09/30/2023 LAST PRICED: 08/31/2015	20,276.40	21,405.01	1	322.97
45,000	CUSIP # 06051GDX4 BANK OF AMERICA CORP DTD 05/02/2008 5.65% 05/01/2018 LAST PRICED: 08/31/2015	48,976.20	49,289.28	2	847.50
5,000	CUSIP # 084664BT7 BERKSHIRE HATHAWAY FIN DTD 05/15/2012 3% 05/15/2022 LAST PRICED: 08/31/2015	5,076.50	5,219.12	0	44.17
20,000	CUSIP # 120568AT7 BUNGE LTD FINANCE CORP DTD 06/09/2009 8.5% 06/15/2019 LAST PRICED: 08/31/2015	23,908.00	23,915.99	1	358.89
10,000	CUSIP # 12189LAL5 BURLINGTON NORTH SANTA FE DTD 08/23/2012 3.05% 09/01/2022 LAST PRICED: 08/31/2015	9,846.30	10,359.73	1	152.50
11,000	CUSIP # 126408BL6 CSX CORP DTD 05/06/1997 7.9% 05/01/2017 LAST PRICED: 08/31/2015	12,162.81	12,191.70	1	289.67
10,000	CUSIP # 126408HB2 CSX CORP DTD 07/21/2014 3.4% 08/01/2024-2024 LAST PRICED: 08/31/2015	9,934.20	10,507.41	1	28.33
15,000	CUSIP # 126650BW9 CVS HEALTH CORPORATION DTD 05/12/2011 4.125% 05/15/2021-2021 LAST PRICED: 08/31/2015	15,941.55	16,470.76	1	182.19
5,000	CUSIP # 126650CL2 CVS HEALTH CORPORATION DTD 07/20/2015 3.875% 07/20/2025-2025 LAST PRICED: 08/31/2015	5,118.40	5,025.71	0	22.07



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
35,000	CUSIP # 136385AK7 CANADIAN NATURAL RESOURCES LTD DTD 03/19/2007 5.7% 05/15/2017 LAST PRICED: 08/31/2015	37,026.15	37,417.40	2	587.42
25,000	CUSIP # 13645RAJ3 CANADIAN PACIFIC RR CO DTD 05/15/09 7.25% 05/15/2019 LAST PRICED: 08/31/2015	29,222.75	29,595.45	1	533.68
20,000	CUSIP # 14040HAR6 CAPITAL ONE FINANCIAL CORP DTD 09/04/2007 6.75% 09/15/2017 LAST PRICED: 08/31/2015	21,945.00	22,109.85	1	622.50
20,000	CUSIP # 172967HM6 CITIGROUP INC DTD 04/08/2014 2.55% 04/08/2019 LAST PRICED: 08/31/2015	20,104.80	20,391.22	1	202.58
15,000	CUSIP # 20030NBF7 COMCAST CORPORATION DTD 01/14/2013 2.85% 01/15/2023 LAST PRICED: 08/31/2015	14,716.95	14,550.33	1	54.63
25,000	CUSIP # 20826FAD8 CONOCOPHILLIPS COMPANY DTD 11/12/2014 3.35% 11/15/2024-2024 LAST PRICED: 08/31/2015	24,265.25	25,759.73	1	246.60
20,000	CUSIP # 247126AH8 DELPHI CORP DTD 02/14/2013 5% 02/15/2023-2018 LAST PRICED: 08/31/2015	20,800.00	21,588.41	1	44.44
35,000	CUSIP # 25179MAK9 DEVON ENERGY CORPORATION DTD 07/12/2011 4% 07/15/2021-2021 LAST PRICED: 08/31/2015	35,628.60	37,463.19	2	178.89
15,000	CUSIP # 25243YAP4 DIAGEO CAPITAL PLC DTD 05/14/2010 4.828% 07/15/2020 LAST PRICED: 08/31/2015	16,593.45	16,974.84	1	92.54



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
20,000	CUSIP # 25468PCN4 WALT DISNEY CO DTD 08/22/2011 2.75% 08/16/2021 LAST PRICED: 08/31/2015	20,244.00	20,170.69	1	22.92
20,000	CUSIP # 257375AD7 DOMINION GAS HLDGS LLC DTD 05/01/2014 1.05% 11/01/2016 LAST PRICED: 08/31/2015	19,982.20	19,986.80	1	70.00
5,000	CUSIP # 25746UBE8 DOMINION RESOURCE INC DTD 06/17/2008 6.4% 06/15/2018 LAST PRICED: 08/31/2015	5,567.50	5,611.84	0	67.56
15,000	CUSIP # 25746UBH1 DOMINION RESOURCE INC DTD 08/14/2009 5.2% 08/15/2019 LAST PRICED: 08/31/2015	16,516.65	16,459.11	1	34.67
25,000	CUSIP # 260543BX0 DOW CHEMICAL CO DTD 05/13/2009 8.55% 05/15/2019 LAST PRICED: 08/31/2015	30,197.25	30,783.56	2	629.38
10,000	CUSIP # 26441CAD7 DUKE ENERGY CORPORATION DTD 08/28/2009 5.05% 09/15/2019 LAST PRICED: 08/31/2015	10,960.70	11,014.77	1	232.86
20,000	CUSIP # 26441CAN5 DUKE ENERGY CORPORATION DTD 04/04/2014 3.75% 04/15/2024-2024 LAST PRICED: 08/31/2015	20,214.40	21,476.07	1	283.33
15,000	CUSIP # 278062AC8 EATON CORPORATION DTD 11/02/2013 2.75% 11/02/2022 LAST PRICED: 08/31/2015	14,363.25	14,896.50	1	136.35
15,000	CUSIP # 278865AL4 ECOLAB INC DTD 12/08/2011 4.35% 12/08/2021 LAST PRICED: 08/31/2015	16,124.10	16,580.83	1	150.44



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40,000	CUSIP # 29379VBD4 ENTERPRISE PRODUCTS OPER LLC DTD 10/14/2014 2.55% 10/15/2019-2019 LAST PRICED: 08/31/2015	39,835.20	40,863.16	2	385.33
10,000	CUSIP # 31428XAR7 FEDEX CORP DTD 01/16/2009 8% 01/15/2019 LAST PRICED: 08/31/2015	11,919.00	11,967.66	1	102.22
15,000	CUSIP # 337738AN8 FISERV INC DTD 05/22/2015 2.7% 06/01/2020-2020 LAST PRICED: 08/31/2015	14,889.90	15,009.14	1	111.38
5,000	CUSIP # 337738AP3 FISERV INC DTD 05/22/2015 3.85% 06/01/2025-2025 LAST PRICED: 08/31/2015	4,940.00	4,992.95	0	52.94
25,000	CUSIP # 36962G4D3 GENERAL ELEC CAP CORP DTD 08/07/2009 6% 08/07/2019 LAST PRICED: 08/31/2015	28,516.50	29,035.37	1	100.00
10,000	CUSIP # 36962G6S8 GENERAL ELEC CAP CORP DTD 01/08/2013 3.1% 01/09/2023 LAST PRICED: 08/31/2015	10,023.80	10,470.33	1	44.78
25,000	CUSIP # 37045VAD2 GENERAL MOTORS CO DTD 04/02/2014 3.5% 10/02/2018 LAST PRICED: 08/31/2015	25,351.50	25,810.56	1	362.15
10,000	CUSIP # 375558AW3 GILEAD SCIENCES INC DTD 03/07/2014 3.7% 04/01/2024-2024 LAST PRICED: 08/31/2015	10,128.70	10,744.80	1	154.17
15,000	CUSIP # 377372AD9 GLAXOSMITHKLINE CAP INC DTD 05/13/2008 5.65% 05/15/2018 LAST PRICED: 08/31/2015	16,602.60	16,742.38	1	249.54



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35,000	CUSIP # 38141GFM1 GOLDMAN SACHS GROUP INC DTD 04/01/2008 6.15% 04/01/2018 LAST PRICED: 08/31/2015	38,573.85	38,771.22	2	896.88
15,000	CUSIP # 459200AM3 INTL BUSINESS MACHINES CORP INTERNATIONAL BUSINESS MACHS DEB 7% 10/30/2025 LAST PRICED: 08/31/2015	19,091.55	20,092.93	1	0.00
10,000	CUSIP # 460146CE1 INTERNATIONAL PAPER CO DTD 08/10/2009 7.5% 08/15/2021 LAST PRICED: 08/31/2015	12,061.40	12,057.51	1	33.33
5,000	CUSIP # 460690BJ8 INTERPUBLIC GROUP COS DTD 11/08/2012 2.25% 11/15/2017 LAST PRICED: 08/31/2015	5,008.20	5,015.26	0	33.13
40,000	CUSIP # 46625HHU7 JPMORGAN CHASE & CO 10/21/2010 4.25% 10/15/2020 LAST PRICED: 08/31/2015	42,650.80	43,467.73	2	642.22
15,000	CUSIP # 500255AR5 KOHLS CORPORATION DTD 10/17/2011 4% 11/01/2021-2021 LAST PRICED: 08/31/2015	15,457.20	16,031.36	1	200.00
20,000	CUSIP # 501044CS8 KROGER CO/THE DTD 07/25/2013 3.85% 08/01/2023-2023 LAST PRICED: 08/31/2015	20,304.80	21,446.59	1	64.17
10,000	CUSIP # 50247VAA7 LYB INTL FINANCE BV DTD 07/16/2013 4% 07/15/2023 LAST PRICED: 08/31/2015	10,080.00	10,655.76	1	51.11
15,000	CUSIP # 534187BB4 LINCOLN NATIONAL CORPORATION DTD 06/24/2011 4.85% 06/24/2021 LAST PRICED: 08/31/2015	16,399.95	16,722.00	1	135.40



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5,000	CUSIP # 539830BE8 LOCKHEED MARTIN CORP DTD 02/20/2015 2.9% 03/01/2025-2024 LAST PRICED: 08/31/2015	4,725.50	4,922.45	0	76.93
20,000	CUSIP # 585055AZ9 MEDTRONIC INC DTD 03/26/2013 2.75% 04/01/2023-2023 LAST PRICED: 08/31/2015	19,278.40	20,111.24	1	229.17
25,000	CUSIP # 59156RAT5 METLIFE INC DTD 02/15/2009 7.717% 02/15/2019 LAST PRICED: 08/31/2015	29,460.75	29,856.80	1	85.74
10,000	CUSIP # 61166WAT8 MONSANTO COMPANY DTD 07/01/2014 2.75% 07/15/2021 LAST PRICED: 08/31/2015	9,785.60	10,309.62	0	35.14
10,000	CUSIP # 637432MV4 NATIONAL RURAL UTIL COOP DTD 11/05/13 3.4% 11/15/2023-2023 LAST PRICED: 08/31/2015	10,191.30	10,348.74	1	100.11
25,000	CUSIP # 63946BAD2 NBCUNIVERSAL MEDIA LLC DTD 04/30/2011 5.15% 04/30/2020 LAST PRICED: 08/31/2015	28,013.25	28,515.85	1	432.74
20,000	CUSIP # 66989GAA8 NOVARTIS SECURITIES INVESTMENT GTD NT DTD 02/10/2009 5.125% 02/10/2019 LAST PRICED: 08/31/2015	22,205.20	22,368.96	1	59.79
20,000	CUSIP # 670346AM7 NUCOR CORP DTD 07/29/2013 4% 08/01/2023-2023 LAST PRICED: 08/31/2015	20,328.40	21,071.48	1	66.67
20,000	CUSIP # 68389XAP0 ORACLE CORPORATION DTD 10/25/2012 2.5% 10/15/2022 LAST PRICED: 08/31/2015	19,271.20	19,260.80	1	188.89



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25,000	CUSIP # 695114CM8 PACIFICORP DTD 05/12/2011 3.85% 06/15/2021-2021 LAST PRICED: 08/31/2015	26,620.50	27,254.84	1	203.19
30,000	CUSIP # 706451BS9 PEMEX PROJ FDG MASTER TR DTD 09/01/2008 5.75% 03/01/2018 LAST PRICED: 08/31/2015	32,212.50	32,599.42	2	862.50
35,000	CUSIP # 74432QBG9 PRUDENTIAL FINANCIAL INC SERIES MTND 06/08/2009 7.375% 06/15/2019 LAST PRICED: 08/31/2015	41,086.85	41,722.02	2	544.93
5,000	CUSIP # 745310AD4 PUGET ENERGY INC DTD 06/03/2011 6% 09/01/2021 LAST PRICED: 08/31/2015	5,731.00	5,713.30	0	150.00
10,000	CUSIP # 745310AF9 PUGET ENERGY INC DTD 06/15/2012 5.625% 07/15/2022-2022 LAST PRICED: 08/31/2015	11,211.70	11,320.02	1	71.88
20,000	CUSIP # 748148PD9 QUEBEC PROVINCE CANADA DEB DTD 02/09/1994 7.125% 02/09/2024 LAST PRICED: 08/31/2015	26,103.80	26,788.19	1	87.08
25,000	CUSIP # 758202AG0 REED ELSEVIER CAPITAL DTD 01/16/2009 8.625% 01/15/2019 LAST PRICED: 08/31/2015	29,657.00	30,120.73	2	275.52
25,000	CUSIP # 767201AK2 RIO TINTO FIN USA LTD 11/02/2010 3.5% 11/02/2020 LAST PRICED: 08/31/2015	25,813.75	26,395.25	1	289.24
30,000	CUSIP # 776696AC0 ROPER TECHNOLOGIES INC ROPER INDUSTRIES INC 6.25% 09/01/2019 LAST PRICED: 08/31/2015	33,847.50	34,259.42	2	937.50



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
15,000	CUSIP # 81013TAC5 SCOTTISH POWER PLC DTD 03/21/2005 5.81% 03/15/2025 LAST PRICED: 08/31/2015	17,275.95	17,422.59	1	401.86
20,000	CUSIP # 842434CM2 SOUTHERN CALIF GAS CO DTD 09/11/2014 3.15% 09/15/2024-2024 LAST PRICED: 08/31/2015	20,027.00	20,587.33	1	290.50
30,000	CUSIP # 86765BAL3 SUNOCO LOGISTICS PARTNER DTD 01/10/2013 3.45% 01/15/2023-2022 LAST PRICED: 08/31/2015	27,075.60	29,515.55	1	132.25
30,000	CUSIP # 867914BF9 SUNTRUST BANKS INC DTD 10/25/2013 2.35% 11/01/2018-2018 LAST PRICED: 08/31/2015	30,146.10	30,476.52	2	235.00
20,000	CUSIP # 87233QAB4 TC PIPELINES LP DTD 03/13/2015 4.375% 03/13/2025-2024 LAST PRICED: 08/31/2015	19,104.60	20,491.39	1	408.33
35,000	CUSIP # 87938WAG8 TELEFONICA EMISIONES SAU DTD 07/02/2007 6.221% 07/03/2017 LAST PRICED: 08/31/2015	37,839.20	38,039.11	2	350.80
5,000	CUSIP # 883556AZ5 THERMO FISHER SCIENTIFIC INC DTD 08/16/2011 3.6% 08/15/2021-2021 LAST PRICED: 08/31/2015	5,076.45	5,261.11	0	8.00
15,000	CUSIP # 887317AV7 TIME WARNER INC DTD 05/28/2014 3.55% 06/01/2024-2024 LAST PRICED: 08/31/2015	14,699.70	15,565.97	1	133.13
5,000	CUSIP # 89233P5T9 TOYOTA MOTOR CREDIT CORP DTD 01/12/2012 3.3% 01/12/2022 LAST PRICED: 08/31/2015	5,134.35	5,290.53	0	22.46



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
20,000	CUSIP # 90131HAR6 21ST CENTY FOX AMER INC DTD 03/15/2015 3% 09/15/2022 LAST PRICED: 08/31/2015	19,330.60	20,406.04	1	276.67
10,000	CUSIP # 911308AA2 UPS OF AMERICA INC 12/20/1989 8.375% 04/01/2020 LAST PRICED: 08/31/2015	12,704.00	12,745.12	1	348.96
10,000	CUSIP # 91913YAR1 VALERO ENERGY CORP DTD 02/08/2010 6.125% 02/01/2020 LAST PRICED: 08/31/2015	11,251.70	11,468.82	1	51.04
15,000	CUSIP # 92343VAM6 VERIZON COMMUNICATIONS DTD 04/04/2008 6.1% 04/15/2018 LAST PRICED: 08/31/2015	16,518.30	16,759.79	1	345.67
20,000	CUSIP # 92343VBR4 VERIZON COMMUNICATIONS DTD 09/18/2013 5.15% 09/15/2023 LAST PRICED: 08/31/2015	21,926.20	21,905.16	1	474.94
20,000	CUSIP # 92553PAJ1 VIACOM INC DTD 12/12/2011 3.875% 12/15/2021-2012 LAST PRICED: 08/31/2015	19,461.40	20,947.33	1	163.61
20,000	CUSIP # 927804FK5 VIRGINIA ELECTRIC & POWER CO DTD 01/12/2012 2.95% 01/15/2022-2021 LAST PRICED: 08/31/2015	19,814.60	20,674.69	1	75.39
20,000	CUSIP # 92857WAZ3 VODAFONE GROUP PLC DTD 09/26/2012 2.5% 09/26/2022 LAST PRICED: 08/31/2015	18,302.60	19,499.00	1	215.28
20,000	CUSIP # 92976WBH8 WACHOVIA CORPORATION DTD 01/31/2008 5.75% 02/01/2018 LAST PRICED: 08/31/2015	21,874.80	21,981.48	1	95.83



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15,000	CUSIP # 931142DD2 WAL-MART STORES INC DTD 04/18/2011 4.25% 04/15/2021 LAST PRICED: 08/31/2015	16,386.90	16,827.21	1	240.83
10,000	CUSIP # 94106LAW9 WASTE MANAGEMENT INC DTD 06/08/2010 4.75% 06/30/2020 LAST PRICED: 08/31/2015	10,960.20	10,938.79	1	80.49
20,000	CUSIP # 94106LBA6 WASTE MANAGEMENT INC DTD 02/26/2015 3.125% 03/01/2025-2024 LAST PRICED: 08/31/2015	19,382.20	20,286.29	1	321.18
25,000	CUSIP # 94973VAW7 WELLPOINT INC DTD 08/15/2011 3.7% 08/15/2021-2021 LAST PRICED: 08/31/2015	25,463.75	26,451.01	1	41.11
5,000	CUSIP # 94974BGH7 WELLS FARGO AND CO DTD 02/19/2015 3% 02/19/2025 LAST PRICED: 08/31/2015	4,814.60	5,021.21	0	5.00
5,000	CUSIP # 958254AE4 WESTERN GAS PARTNERS LP DTD 06/04/2015 3.95% 06/01/2025-2025 LAST PRICED: 08/31/2015	4,637.00	4,912.50	0	47.73
25,000	CUSIP # 988498AC5 YUM BRANDS INC DTD 10/19/2007 6.25% 03/15/2018 LAST PRICED: 08/31/2015	27,365.00	27,715.77	1	720.49
		1,846,374.11	1,890,587.60	94	22,080.19
FOREIGN BONDS-NOTES & DEBENTURES					
20,000	CUSIP # 6832348K7 ONTARIO PROVIDENCE OF CANADA DTD 04/14/2010 4.4% 04/14/2020 LAST PRICED: 08/31/2015	22,182.80	22,401.20	1	334.89



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		22,182.80	22,401.20	1	334.89
	TOTAL INVESTMENTS	1,945,438.57			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	1,945,438.57			
	ACCRUED INCOME	22,469.96			
	TOTAL MARKET VALUE	1,967,908.53			



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SHORT TERM INVESTMENTS					
342,441.9	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	342,441.90	342,441.90	47	2.90
		342,441.90	342,441.90	47	2.90
CONVERTIBLE CORPORATE BONDS					
5,000	CUSIP # 04010LAB9 ARES CAPITAL CORPORATION DTD 01/25/2011 5.75% 02/01/2016 LAST PRICED: 08/31/2015	5,050.00	5,106.59	1	23.96
5,000	CUSIP # 04010LAD5 ARES CAPITAL CORPORATION CONVERTIBLE UNTIL 05/31/2016 DTD 12/01/2011 5.125% 06/01/2016 LAST PRICED: 08/31/2015	5,071.90	5,140.49	1	64.06
18,000	CUSIP # 04010LAG8 ARES CAPITAL CORPORATION CONVERTIBLE UNTIL 03/14/2017 DTD 09/15/2012 4.875% 03/15/2017 LAST PRICED: 08/31/2015	18,652.50	18,709.74	3	404.63
26,000	CUSIP # 092533AB4 BLACKROCK CAPITAL INVESTMENT CONVERTIBLE UNTIL 02/14/2018 DTD 08/15/2013 5.5% 02/15/2018 LAST PRICED: 08/31/2015	26,926.38	27,142.36	4	63.56
30,000	CUSIP # 16115QAC4 CHART INDUSTRIES INC CONVERTIBLE UNTIL 7/30/2018 DTD 08/03/2011 2% 08/01/2018 LAST PRICED: 08/31/2015	26,718.90	29,429.56	4	50.00
30,000	CUSIP # 177376AD2 CITRIX SYSTEMS INC CONVERTIBLE UNTIL 04/11/2019 DTD 04/15/2015 .5% 04/15/2019 LAST PRICED: 08/31/2015	31,406.40	31,867.87	4	56.67



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30,000	CUSIP # 42330PAG2 HELIX ENERGY SOLUTIONS GROUP CONVERTIBLE UNTIL 03/12/2032 DTD 03/12/2012 3.25% 03/15/2032-2018 LAST PRICED: 08/31/2015	24,768.90	30,963.58	3	449.58
30,000	CUSIP # 458140AD2 INTEL CORP CONVERTIBLE UNTIL 12/15/2035 DTD 12/16/2005 2.95% 12/15/2035 LAST PRICED: 08/31/2015	35,156.40	38,678.66	5	186.83
30,000	CUSIP # 472319AG7 JEFFERIES GROUP INC CONVERTIBLE UNTIL 11/1/29 3.875% 11/01/2029-2017 LAST PRICED: 08/31/2015	30,468.90	31,106.26	4	387.50
25,000	CUSIP # 512807AJ7 LAM RESEARCH CORP DTD 11/15/2011 .5% 05/15/2016 LAST PRICED: 08/31/2015	30,328.25	31,358.45	4	36.81
32,000	CUSIP # 55608BAA3 MACQUARIE INFRASTRUCTURE CORP CONVERTIBLE UNTIL 07/11/2019 DTD 07/15/2014 2.875% 07/15/2019 LAST PRICED: 08/31/2015	36,820.16	37,456.34	5	117.56
30,000	CUSIP # 749685AT0 RPM INTERNATIONAL INC CONVERTIBLE UNTIL 12/14/2020 DTD 12/09/2013 2.25% 12/15/2020 LAST PRICED: 08/31/2015	33,618.90	34,733.41	5	142.50
30,000	CUSIP # 780287AA6 ROYAL GOLD INC DTD 06/20/2012 2.875% 06/15/2019 LAST PRICED: 08/31/2015	29,100.00	30,651.06	4	182.08
30,000	CUSIP # 84860WAA0 SPIRIT REALTY CAPITAL INC CONVERTIBLE UNTIL 05/13/2019 2.875% 05/15/2019 LAST PRICED: 08/31/2015	28,087.50	29,325.00	4	253.96



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Account Number 1044006458

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
20,000	CUSIP # 984332AF3 YAHOO INC CONVERTIBLE UNTIL 11/29/2018 DTD 12/16/2014 0% 12/01/2018 LAST PRICED: 08/31/2015	20,487.60	21,750.00	3	0.00
		382,662.69	403,419.37	53	2,419.70
	TOTAL INVESTMENTS	725,104.59			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	725,104.59			
	ACCRUED INCOME	2,422.60			
	TOTAL MARKET VALUE	727,527.19			



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Statement Period 08/01/2015 through 08/31/2015
 Account Number 1044006449

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
356,936.74	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	356,936.74	356,936.74	10	1.93
		356,936.74	356,936.74	10	1.93
COLLATERALIZED MORTGAGE OBLIGATIONS					
80,526.46	CUSIP # 02006NAE9 ALLY AUTO RECEIVABLES TRUST LSE SERIES 2014-SN1 CLASS A2B DTD 03/05/2014 .40275% 10/20/2016 LAST PRICED: 08/31/2015	80,510.84	80,488.47	2	10.81
100,000	CUSIP # 02006XAC1 ALLY AUTO REC V TR SERIES 2015-SN1 CLASS A2B DTD 03/31/2015 .58275% 06/20/2017 LAST PRICED: 08/31/2015	100,002.20	100,027.25	3	19.43
85,673.78	CUSIP # 03064VAJ7 AMERICREDIT AUTO RECEIVABLES TRUST SERIES 2014-2 CLASS A2B DTD 06/12/2014 .4715% 10/10/2017 LAST PRICED: 08/31/2015	85,638.65	85,644.82	2	26.93
78,877.67	CUSIP # 03065JAC8 AMERICREDIT AUTOMOBILE REC TRUST SERIES 2014-4 CLASS A2B DTD 11/20/2014 .5915% 04/09/2018 LAST PRICED: 08/31/2015	78,907.80	78,899.75	2	31.10
111,726	CUSIP # 03065KAC5 AMERICREDIT AUTOMOBILE REC TR SERIES 2015-1 CLASS A2B DTD 01/22/2015 .6115% 04/09/2018 LAST PRICED: 08/31/2015	111,711.03	111,697.63	3	45.55
100,000	CUSIP # 03065LAC3 AMERICREDIT AUTOMOBILE REC TR SERIES 15-2 CLASS A2B DTD 04/15/2015 .5915% 09/10/2018 LAST PRICED: 08/31/2015	100,024.30	99,859.38	3	39.43



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Statement Period 08/01/2015 through 08/31/2015
 Account Number 1044006449

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 05522RCR7 BANK OF AMERICA CDT CARD TRUST SERIES 2014-A2 CLASS A DTD 05/14/14 .4676% 09/16/2019 LAST PRICED: 08/31/2015	99,921.50	100,069.68	3	22.08
17,989.2	CUSIP # 13975DAB1 CAPITAL AUTO REC ASSET TRUST SERIES 13-3 CLASS A2 DTD 08/21/2013 1.04% 11/21/2016 LAST PRICED: 08/31/2015	17,988.39	17,988.50	1	5.72
100,000	CUSIP # 13975KAJ8 CAPITAL AUTO REC ASSET TRUST SERIES 2015-1 CLASS A1B DTD 01/28/2015 .60675% 07/20/2017 LAST PRICED: 08/31/2015	99,854.60	100,037.31	3	20.23
100,000	CUSIP # 14041NDB4 CAPITAL ONE MULTI ASSET EXEC TR SERIES 2006-A11 CLASS A11 DTD 09/01/2006 .2876% 06/15/2019 LAST PRICED: 08/31/2015	99,484.40	99,859.38	3	13.58
100,000	CUSIP # 254683AS4 DISCOVER CARD EXECUTION NOTE TR SERIES 2011-A4 CLASS A4 DTD 11/22/2011 .5476% 05/15/2019 LAST PRICED: 08/31/2015	100,122.40	100,181.36	3	25.86
97,935.18	CUSIP # 3133XDDQ1 FED HOME LOAN BANK SERIES TQ-2015 CLASS A DTD 10/20/2005 5.065% 10/20/2015 LAST PRICED: 08/31/2015	98,612.21	98,466.84	3	151.57
75,586.8	CUSIP # 31359WVC2 FED NATL MTG ASSN SERIES 1999-38 CLASS FK DTD 07/25/1999 .6494% 08/25/2023 LAST PRICED: 08/31/2015	75,989.60	75,749.58	2	8.18
74,819.5	CUSIP # 3137A63Z3 FED HOME LOAN MTG CORP SERIES 3792 CLASS DF DTD 01/15/2011 .5976% 11/15/2040 LAST PRICED: 08/31/2015	75,004.90	75,129.85	2	19.87



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Statement Period 08/01/2015 through 08/31/2015
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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
118,168.56	CUSIP # 31392JL72 FED NATL MTG ASSN SERIES 2003-17 CLASS F DTD 02/25/2003 .5494% 03/25/2018 LAST PRICED: 08/31/2015	118,539.02	118,309.25	3	10.82
80,363.91	CUSIP # 31393ASR9 FED NATL MTG ASSN SERIES 2003-27 CLASS XF DTD 03/25/2003 .5994% 04/25/2018 LAST PRICED: 08/31/2015	80,548.26	80,521.15	2	8.03
66,912.61	CUSIP # 31393MD40 FED HOME LOAN MTG CORP SERIES 2591 CLASS EF DTD 03/15/2003 .6976% 03/15/2032 LAST PRICED: 08/31/2015	66,954.43	66,954.43	2	0.00
69,389.24	CUSIP # 31393RN48 FED HOME LOAN MTG CORP SERIES 2637 CLASS F DTD 06/15/2003 .5976% 06/15/2018 LAST PRICED: 08/31/2015	69,526.35	69,488.38	2	18.43
65,265.2	CUSIP # 31393WXQ7 FED HOME LOAN MTG CORP SERIES 2638 CLASS FC DTD 07/15/2003 .5976% 08/15/2032 LAST PRICED: 08/31/2015	65,284.13	65,265.20	2	17.33
67,899.1	CUSIP # 31394UY97 FED NATL MTG ASSN SERIES 2005-104 CLASS NF DTD 11/25/2005 .4994% 03/25/2035 LAST PRICED: 08/31/2015	67,923.07	68,072.38	2	5.65
67,535.94	CUSIP # 31395J2T2 FED HOME LOAN MTG CORP SERIES 2885 CLASS DF DTD 11/15/2004 .5476% 04/15/2034 LAST PRICED: 08/31/2015	67,759.48	67,676.90	2	16.44
90,360.82	CUSIP # 31395PIP8 FED HOME LOAN MTG CORP SERIES 2945 CLASS FA DTD 03/15/2005 .3676% 03/15/2020 LAST PRICED: 08/31/2015	90,431.48	90,346.70	3	14.76



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
148,077.33	CUSIP # 31396T5P4 FED HOME LOAN MTG CORP SERIES 3166 CLASS FC DTD 06/15/2006 .5476% 06/15/2036 LAST PRICED: 08/28/2015	148,239.29	148,239.29	4	0.00
64,256.85	CUSIP # 31397MRZ2 FED NATL MGT ASSN SERIES 2008-76 CLASS GF DTD 08/25/2008 .8494% 09/25/2023 LAST PRICED: 08/31/2015	64,634.94	64,607.24	2	9.10
76,646.32	CUSIP # 31397P4Q0 FED HOME LOAN MTG CORP SERIES 3390 CLASS FB DTD 11/15/2007 .3976% 10/15/2017 LAST PRICED: 08/31/2015	76,733.54	76,622.37	2	13.54
52,400.24	CUSIP # 31679MAC0 FIFTH THIRD AUTO TRUST SERIES 14-3 CLASS A2B DTD 10/29/2014 .3825% 05/15/2017 LAST PRICED: 08/31/2015	52,403.59	52,336.78	1	9.46
100,000	CUSIP # 34528QCW2 FORD CDT FLOORPLAN MTR OWNER TR SERIES 2013-5 CLASS A2 DTD 09/17/2013 .6676% 09/15/2018 LAST PRICED: 08/31/2015	100,028.90	100,208.52	3	31.53
17,262.19	CUSIP # 34529YAB2 FORD CREDIT AUTO OWNER TRUST SERIES 2012-C CLASS A3 DTD 07/25/2012 .58% 12/15/2016 LAST PRICED: 08/31/2015	17,261.31	17,262.19	0	4.45
31,919.22	CUSIP # 34530JAC0 FORD CREDIT AUTO LEASE TRUST SERIES 2014-A CLASS A2B DTD 03/26/2014 .3776% 10/15/2016 LAST PRICED: 08/31/2015	31,917.46	31,911.74	1	5.69
73,727.5	CUSIP # 34530LAC5 FORD CREDIT AUTO LEASE TRUST SERIES 2014-B CLASS A2B DTD 07/29/2014 .3576% 03/15/2017 LAST PRICED: 08/31/2015	73,706.86	73,695.83	2	12.45



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 34530QAC4 FORD CREDIT AUTO OWNER TRUST SERIES 15-A CLASS A2B DTD 03/24/2015 .4476% 01/15/2018 LAST PRICED: 08/28/2015	99,945.31	99,945.31	3	0.00
125,000	CUSIP # 36159LCC8 GE DEALER FLOORPLAN MASTER NOTE TRUST SERIES 2012-4 CL A DTD 11/09/2012 .64275% 10/20/2017 LAST PRICED: 08/31/2015	125,000.00	124,921.88	4	26.78
80,000	CUSIP # 44890YAC0 HYUNDAI AUTO RECEIVABLES TRUST SERIES 2015-B CLASS A2B DTD 04/22/2015 .4176% 04/16/2018 LAST PRICED: 08/31/2015	79,888.00	80,051.11	2	15.78
100,000	CUSIP # 47787UAC7 JOHN DEERE OWNER TRUST SERIES 2015-A CLASS A2B DTD 03/11/2015 .4676% 02/15/2018 LAST PRICED: 08/31/2015	99,995.40	100,045.50	3	22.08
9,348.23	CUSIP # 58768EAC3 MERCEDES-BENZ AUTO LEASE TR SERIES 2014-A CLASS A2A DTD 04/09/2014 .48% 06/15/2016 LAST PRICED: 08/31/2015	9,347.94	9,345.31	0	1.99
100,000	CUSIP # 65474VAG6 NISSAN MASTER OWNER TRUST REC SERIES 2013-A CLASS A DTD 02/28/2013 .4976% 02/15/2018 LAST PRICED: 08/31/2015	99,941.70	100,052.49	3	23.50
76,110.39	CUSIP # 65477NAC0 NISSAN AUTO LEASE TRUST SERIES 2014-A CLASS A2B DTD 06/18/2014 .3576% 09/15/2016 LAST PRICED: 08/31/2015	76,064.72	76,086.60	2	12.85
33,213.22	CUSIP # 80283WAC3 SANTANDER DRIVE AUTO REC TR SERIES 2014-2 CLASS A2B DTD 04/23/2014 .5176% 07/17/2017 LAST PRICED: 08/31/2015	33,203.36	33,204.14	1	8.12



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
42,101.98	CUSIP # 80283XAC1 SANTANDER DRIVE AUTO REC TRUST SERIES 2014-3 CLASS A2B DTD 06/18/2014 .434% 08/15/2017 LAST PRICED: 08/31/2015	41,950.33	42,095.41	1	8.63
59,724.24	CUSIP # 80283YAC9 SANTANDER DRIVE AUTO REC TRUST SERIES 14-4 CLASS A2B DTD 09/17/2014 .5176% 01/16/2018 LAST PRICED: 08/31/2015	59,654.36	59,714.91	2	14.60
75,000	CUSIP # 89237CAC5 TOYOTA AUTO RECEIVABLES OWNER TR SERIES 15-B CLASS A2B DTD 06/17/2015 .4094% 11/15/2017 LAST PRICED: 08/31/2015	74,859.83	74,871.09	2	14.50
49,923.68	CUSIP # 92867QAC5 VOLKSWAGEN AUTO LEASE TRUST SERIES 2014-A CLASS A2B DTD 02/12/2014 .41275% 10/20/2016 LAST PRICED: 08/31/2015	49,759.38	49,900.28	1	6.87
95,864.4	CUSIP # 92867VAC4 VOLKSWAGEN AUTO LEASE TRUST SERIES 2015-A CLASS A2B DTD 03/05/2015 .52275% 06/20/2017 LAST PRICED: 08/31/2015	95,552.07	95,946.04	3	16.70
100,000	CUSIP # 981464EC0 WORLD FINL NETWORK CDT CARD MAST SERIES 2014-A CLASS A DTD 02/19/2014 .5776% 12/15/2019 LAST PRICED: 08/31/2015	99,656.10	100,094.53	3	27.28
		3,460,483.43	3,461,892.75	99	817.70



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Account Number 1044006449

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	3,817,420.17			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	315,139.03			
	NET ASSETS	3,502,281.14			
	ACCRUED INCOME	819.63			
	TOTAL MARKET VALUE	3,503,100.77			



SAM HOUSTON STATE UNIVERSITY
 OPERATING LONG/PALMER SQUARE
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 Account Number 1044006467

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
64,451.61	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	64,451.61	64,451.61	1	0.54
		64,451.61	64,451.61	1	0.54
COLLATERALIZED MORTGAGE OBLIGATIONS					
250,000	CUSIP # 03764XAB3 APIDOS CLO SERIES 14-17A CLASS A1A DTD 05/01/2014 1.77435% 04/17/2026 LAST PRICED: 08/31/2015	249,605.00	250,340.08	6	566.81
500,000	CUSIP # 14309JAU1 CARLYLE GLOBAL MARKET STRATEGIES SERIES 2012-1AR CLASS DR DTD 04/20/2015 4.02075% 04/20/2022 LAST PRICED: 08/31/2015	499,455.00	500,239.31	11	2,401.28
250,000	CUSIP # 26250DAQ6 DRYDEN SENIOR LOAN FUND SERIES 2012-24RA CLASS AR DTD 05/15/2015 1.569% 11/15/2023 LAST PRICED: 08/31/2015	250,010.00	250,000.00	6	185.23
400,000	CUSIP # 26250DAY9 DRYDEN SENIOR LOAN FUND SERIES 2012-24RA CLASS ER DTD 05/15/2015 6.229% 11/15/2023 LAST PRICED: 08/31/2015	394,712.00	400,000.00	9	7,405.59
375,000	CUSIP # 26250UAC9 DRYDEN SENIOR LOAN FUND SERIES 2013-26A CLASS A DTD 03/19/2013 1.3753% 07/15/2025 LAST PRICED: 08/31/2015	371,231.25	370,800.00	8	687.65
450,000	CUSIP # 398079AG8 GREYWOLF CLO LTD SERIES 2013-1A CLASS C DTD 03/28/2013 4.1053% 04/15/2025 LAST PRICED: 08/31/2015	443,146.50	445,590.00	10	2,463.18



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
375,000	CUSIP # 39808FAC2 GREYWOLF CLO LTD SERIES 2014-1A CLASS A2 DTD 04/15/2014 2.3251% 04/22/2026 LAST PRICED: 08/31/2015	370,830.00	372,900.00	8	993.01
350,000	CUSIP # 44986WAA3 ING INVESTMENT MANAGEMENT CLO LTD SERIES 2013-2A CLASS A1 DTD 04/25/2013 1.427% 04/25/2025 LAST PRICED: 08/31/2015	347,046.00	346,430.00	8	527.20
450,000	CUSIP # 44986WAG0 ING INVESTMENT MANAGEMENT CLO SERIES 2013-2A CLASS C DTD 04/25/2013 3.777% 04/25/2025 LAST PRICED: 08/31/2015	429,957.00	438,229.71	10	1,794.08
500,000	CUSIP # 470498AG1 JAMESTOWN CLO LTD SERIES 2012-1A CLASS C DTD 11/08/2012 4.2551% 11/05/2024 LAST PRICED: 08/31/2015	496,830.00	500,728.14	11	1,595.66
450,000	CUSIP # 67108KAG0 OZLM FUNDING LTD SERIES 2013-5A CLASS C DTD 12/17/2013 3.77435% 01/17/2026 LAST PRICED: 08/31/2015	434,110.50	436,007.14	10	2,170.25
		4,286,933.25	4,311,264.38	98	20,789.94
	TOTAL INVESTMENTS	4,351,384.86			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	4,351,384.86			
	ACCRUED INCOME	20,790.48			
	TOTAL MARKET VALUE	4,372,175.34			



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 Account Number 1044006476

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
267.07	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	267.07	267.07	0	0.00
		267.07	267.07	0	0.00
TAX EXEMPT					
261,395.892	CUSIP # 885215673 THORNBURG INTERMEDIATE MUNICIPAL FUND - I LAST PRICED: 08/31/2015	3,685,682.08	3,716,851.13	84	7,145.13
		3,685,682.08	3,716,851.13	84	7,145.13
MUTUAL FUNDS EQUITY					
51,488.136	CUSIP # 98147A428 WORLDS FUNDS TRUST REMS REAL ESTATE INCOME 50/50 FUND - INS LAST PRICED: 08/31/2015	705,902.34	761,248.41	16	0.00
		705,902.34	761,248.41	16	0.00
TOTAL INVESTMENTS		4,391,851.49			
CASH		0.00			
DUE FROM BROKER		0.00			
DUE TO BROKER		0.00			
NET ASSETS		4,391,851.49			
ACCRUED INCOME		7,145.13			
TOTAL MARKET VALUE		4,398,996.62			

Sul Ross State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income Return	
Short Term Funds								
Cash in Bank - WTNB				\$ 2,610,534.68	\$ 3,169,735.41	\$ 3,169,735.41	\$ 4,922.31	0.16%
Cash in Treasury				\$ 1,765,795.74	\$ 1,101,598.87	\$ 1,101,598.87	\$ 1,610.23	0.10%
TexPool Series 0001	General Fund			\$ 12,927,923.50	\$ 11,287,615.94	\$ 11,287,615.94	\$ 1,169.90	0.02%
WTNB - Payroll				\$ 1,408,024.17	\$ 1,410,927.68	\$ 1,410,927.68	\$ 250.97	0.02%
WTNB Clearing				\$ 245.89	\$ 246.27	\$ 246.27	\$ 0.38	0.15%
IBC Bank				\$ 22,255.94	\$ 3,985.44	\$ 3,985.44	\$ 2.34	0.02%
Clearing Fund- US Bank				\$ 3,531.62	\$ 542.47	\$ 542.47	\$ 0.27	0.03%
Clearing Fund- FSB Bank				\$ 11,511.81	\$ 3,763.32	\$ 3,763.32	\$ -	0.00%
Clearing Fund- TB&T Bank				\$ 18,528.78	\$ 2,438.31	\$ 2,438.31	\$ -	-1.25%
Totals				\$ 18,768,352.13	\$ 16,980,853.71	\$ 16,980,853.71	\$ 7,956.40	0.05%
							6 Month T-Bill	0.01%

Long Term Funds								
Appendix A								
TexPool Series 001 - A				\$ -	\$ 5,024,553.12	\$ 5,024,553.12	\$ 799.32	0.02%
Totals				\$ -	\$ 5,024,553.12	\$ 5,024,553.12	\$ 799.32	0.02%
							6 Month T-Bill	0.01%

Sul Ross State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Cesarío Valenzuela
Name of Signee
Title

10/8/2015

Cesarío Valenzuela

Sul Ross State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 17,087,787	-7.03%	-4.18%
	<i>Total Blended Index</i>		-4.43%	-0.08%
52.4 %	Domestic Equity	\$ 8,956,929	-5.39%	3.14%
	<i>Russell 3000</i>		-6.07%	0.35%
9.5	Parnassus Equity Income - PRILX	1,616,166	-3.35%	1.68%
9.3	Vanguard Instltl Index - VINIX	1,584,188	-5.91%	0.47%
10.2	Laudus Growth Investors -LGILX	1,742,748	-3.77%	7.47%
	Penn Capital Management	0	-	5.48%
12.2	Quantum Capital Management	2,080,801	-8.11%	4.65%
11.3	Baird SMID V	1,933,026	-4.93%	-4.93%
10.6 %	International Equity	\$ 1,816,779	-7.99%	-11.89%
	<i>MSCI EAFE</i>		-8.07%	-7.09%
6.1	Hancock Horizon - HHDTX	1,048,935	-12.07%	-17.62%
4.5	Franklin Intl SCG - FKSCX	767,844	-2.06%	-3.22%
12.3 %	Real Estate	\$ 2,099,296	-3.98%	1.49%
	<i>FTSE NAREIT</i>		-5.38%	-0.57%
12.3	REMS RE 50/50 Income - RREIX	2,099,296	-3.98%	1.49%
17.5 %	Total Fixed Income	\$ 2,988,724	-9.57%	-12.88%
	<i>Blended Fixed Index</i>		-5.85%	2.15%
0.1 %	Municipal Bonds	\$ 10,058	1.74%	5.53%
	<i>BC 3 Yr Muni</i>		0.68%	0.70%
0.1	Tampa FI, Alleghany Health	10,058	1.74%	5.53%
17.4 %	Hybrid Securities	\$ 2,978,666	-13.33%	-22.43%
	<i>ML All Invest ex Man VOA1</i>		-5.87%	2.15%
17.4	Tortoise MLP	2,978,666	-13.33%	-22.43%
7.2 %	Other	\$ 1,226,060	0.02%	0.05%
7.1	TexPool Series 0001	1,205,833	0.02%	0.05%
0.1	Cash in Bank- Trustmark	20,227	0.00%	0.00%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, and 35% BC Aggregate.

Sul Ross State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$18,795,211	\$2,096,821	-\$2,584,000	\$87,369	-\$13,335	-\$1,294,278	\$17,087,787
Domestic Equity	\$9,473,646	\$2,037,244	-\$2,038,802	\$23,398	-\$4,531	-\$534,025	\$8,956,929
Parnassus Equity Income - PRILX	\$1,672,194			\$5,188	-\$107	-\$61,110	\$1,616,166
Vanguard Institl Index - VINIX	\$1,683,783			\$7,700	-\$107	-\$107,189	\$1,584,188
Laudus Growth Investors -LGILX	\$1,810,991				-\$107	-\$68,137	\$1,742,748
Penn Capital Management	\$2,042,083		-\$2,038,302		-\$3,711	-\$69	
Quantum Capital Management	\$2,264,595		-\$250	\$3,663	-\$250	-\$186,957	\$2,080,801
Baird SMID V		\$2,037,244	-\$250	\$6,846	-\$250	-\$110,564	\$1,933,026
International Equity	\$1,976,920				-\$213	-\$159,928	\$1,816,779
Hancock Horizon - HHDTX	\$1,192,948				-\$107	-\$143,907	\$1,048,935
Franklin Intl SCG - FKSCX	\$783,972				-\$107	-\$16,021	\$767,844
Real Estate	\$2,186,328	\$0	\$0	\$25,697	-\$250	-\$112,479	\$2,099,296
REMS RE 50/50 Income - RREIX	\$2,186,328			\$25,697	-\$250	-\$112,479	\$2,099,296
Total Fixed Income	\$3,447,413	\$8,088	-\$8,597	\$38,006	-\$8,340	-\$487,846	\$2,988,724
Municipal Bonds	\$10,142	\$0	-\$256	\$256	\$0	-\$84	\$10,058
Tampa FI, Alleghany Health	\$10,142		-\$256	\$256		-\$84	\$10,058
Hybrid Securities	\$3,437,271	\$8,088	-\$8,340	\$37,749	-\$8,340	-\$487,762	\$2,978,666
Tortoise MLP	\$3,437,271	\$8,088	-\$8,340	\$37,749	-\$8,340	-\$487,762	\$2,978,666
Other	\$1,710,903	\$51,489	-\$536,601	\$269	\$0	-\$1	\$1,226,060
TexPool Series 0001	\$1,689,893	\$50,518	-\$534,847	\$269		\$0	\$1,205,833
Cash in Bank- Trustmark	\$21,009	\$972	-\$1,755	\$1		-\$1	\$20,227



STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005930

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
145,658.36	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	145,658.36	145,658.36	8	1.21
		145,658.36	145,658.36	8	1.21
COMMON STOCK					
1,725	CUSIP # 004446100 ACETO CORP COM LAST PRICED: 08/31/2015	38,657.25	43,149.26	2	0.00
786	CUSIP # 025932104 AMERICAN FIN GROUP INC OHIO COM LAST PRICED: 08/31/2015	54,281.16	50,885.48	3	0.00
549	CUSIP # 05508R106 B&G FOODS INC CLASS A COM LAST PRICED: 08/31/2015	16,684.11	16,677.14	1	0.00
330	CUSIP # 05566U108 BOFI HOLDINGS INC COM LAST PRICED: 08/31/2015	38,227.20	33,281.95	2	0.00
1,980	CUSIP # 09257W100 BLACKSTONE MTG TRUST INC CL A COM LAST PRICED: 08/31/2015	54,826.20	58,234.77	3	0.00
634	CUSIP # 248019101 DELUXE CORP COM LAST PRICED: 08/31/2015	36,778.34	40,481.02	2	190.20
1,289	CUSIP # 25272T104 DIAMOND RESORTS INTL LAST PRICED: 08/31/2015	32,727.71	43,899.86	2	0.00
527	CUSIP # 256746108 DOLLAR TREE, INC. COM LAST PRICED: 08/31/2015	40,189.02	41,142.89	2	0.00



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08/01/2015 through 08/31/2015
1044005930

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
930	CUSIP # 292554102 ENCORE CAPITAL GROUP INC COM LAST PRICED: 08/31/2015	37,785.90	38,303.07	2	0.00
1,939	CUSIP # 410345102 HANESBRANDS INC COM LAST PRICED: 08/31/2015	58,383.29	63,443.50	3	193.90
522	CUSIP # 413086109 HARMAN INTL IND COM LAST PRICED: 08/31/2015	51,020.28	61,616.88	3	0.00
1,062	CUSIP # 428291108 HEXCEL CORP COM LAST PRICED: 08/31/2015	51,252.12	52,320.70	3	0.00
3,137	CUSIP # 432748101 HILLTOP HOLDINGS INC COM LAST PRICED: 08/31/2015	64,779.05	75,139.62	3	0.00
415	CUSIP # 44930G107 ICU MEDICAL INC COM LAST PRICED: 08/31/2015	47,110.80	39,932.79	2	0.00
2,197	CUSIP # 458118106 INTEGRATED DEVICE TECHNOLOGY COM LAST PRICED: 08/31/2015	41,721.03	52,551.36	2	0.00
744	CUSIP # 471109108 JARDEN CORP COM LAST PRICED: 08/31/2015	38,196.96	39,841.20	2	0.00
801	CUSIP # 48123V102 J2 GLOBAL INC COM LAST PRICED: 08/31/2015	55,733.58	53,853.15	3	246.31
1,145	CUSIP # 499064103 KNIGHT TRANSPORTATION INC COM LAST PRICED: 08/31/2015	31,144.00	32,199.00	2	0.00
1,423	CUSIP # 501889208 LKQ CORPORATION COM LAST PRICED: 08/31/2015	42,675.77	41,818.98	2	0.00



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,704	CUSIP # 51509F105 LANDS' END INC COM LAST PRICED: 08/31/2015	43,349.76	39,864.74	2	0.00
451	CUSIP # 536797103 LITHIA MOTORS INC-CL A COM LAST PRICED: 08/31/2015	48,076.60	50,796.13	2	0.00
574	CUSIP # 58502B106 MEDNAZ INC COM LAST PRICED: 08/31/2015	46,235.70	40,765.48	2	0.00
2,335	CUSIP # 620071100 MOTORCAR PARTS OF AMERICA INC COM LAST PRICED: 08/31/2015	74,463.15	72,486.34	4	0.00
721	CUSIP # 69354N106 PRA GROUP INC LAST PRICED: 08/31/2015	38,422.09	42,769.14	2	0.00
1,244	CUSIP # 72348P104 PINNACLE FOODS INC COM LAST PRICED: 08/31/2015	55,780.96	52,444.68	3	0.00
1,234	CUSIP # 742962103 PRIVATEBANCORP INC COM LAST PRICED: 08/31/2015	46,706.90	29,111.86	2	0.00
1,309	CUSIP # 74762E102 QUANTA SERVICES INC COM LAST PRICED: 08/31/2015	31,730.16	35,301.92	2	0.00
353	CUSIP # 783549108 RYDER SYSTEM INC COM LAST PRICED: 08/31/2015	28,935.41	30,824.10	1	144.73
427	CUSIP # 83088M102 SKYWORKS SOLUTIONS INC COM LAST PRICED: 08/31/2015	37,298.45	45,122.54	2	0.00
527	CUSIP # 87612G101 TARGA RESOURCES CORPORATION COM LAST PRICED: 08/31/2015	34,813.62	47,392.37	2	0.00



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Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
673	CUSIP # 885160101 THOR IND INC COM LAST PRICED: 08/31/2015	36,732.34	39,076.40	2	0.00
710	CUSIP # 902748102 UTIL HLDGS CORP COM LAST PRICED: 08/31/2015	32,326.30	34,769.84	2	0.00
512	CUSIP # 92343E102 VERISIGN INC COM LAST PRICED: 08/31/2015	35,297.28	32,228.40	2	0.00
995	CUSIP # 989701107 ZIONS BANCORP COM LAST PRICED: 08/31/2015	28,855.00	32,307.65	1	0.00
625	CUSIP # P8744Y102 STEINER LEISURE LIMITED COM LAST PRICED: 08/31/2015	39,793.75	34,294.44	2	0.00
2,058	CUSIP # Y2106R110 DORIAN LPG LTD COM LAST PRICED: 08/31/2015	27,124.44	28,392.37	1	0.00
617	CUSIP # Y8564W103 TEEKAY CORP COM LAST PRICED: 08/31/2015	22,680.92	27,802.02	1	0.00
		1,540,796.60	1,594,523.04	80	775.14
FOREIGN STOCK					
867	CUSIP # G66721104 NORWEGIAN CRUISE LINE HLDGS LTD COM LAST PRICED: 08/31/2015	49,939.20	35,446.13	3	0.00
1,460	CUSIP # Y62132108 NAVIGATOR HOLDINGS LIMITED COM LAST PRICED: 08/31/2015	23,798.00	27,337.33	1	0.00
		73,737.20	62,783.46	4	0.00
REIT					



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1044005930

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,682	CUSIP # 09063H107 BIOMED REALTY TRUST INC REITS COM LAST PRICED: 08/31/2015	31,117.00	33,588.03	2	0.00
1,001	CUSIP # 427825500 HERSHA HOSPITALITY TRUST BEN INTEREST USD0.01 CL A LAST PRICED: 08/31/2015	24,464.44	25,979.55	1	0.00
1,073	CUSIP # 502175102 LTC PROPERTIES INC COM LAST PRICED: 08/31/2015	43,767.67	44,539.69	2	0.00
1,120	CUSIP # 681936100 OMEGA HEALTHCARE INVESTORS INC REITS LAST PRICED: 08/31/2015	37,833.60	40,334.22	2	0.00
		137,182.71	144,441.49	7	0.00
UNIT INVESTMENT TRUSTS					
352	CUSIP # 59522J103 MID AMERICA APARTMENT COMMUNITY COM LAST PRICED: 08/31/2015	27,663.68	26,063.59	1	0.00
		27,663.68	26,063.59	1	0.00
TOTAL INVESTMENTS		1,925,038.55			
CASH		0.00			
DUE FROM BROKER		23,888.02			
DUE TO BROKER		16,677.14			
NET ASSETS		1,932,249.43			
ACCRUED INCOME		776.35			
TOTAL MARKET VALUE		1,933,025.78			

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08/01/2015 through 08/31/2015
 1044005734

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
69,167.73	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	69,167.73	69,167.73	3	0.21
		69,167.73	69,167.73	3	0.21
COMMON STOCK					
801	CUSIP # 003654100 ABIOMED INC COM LAST PRICED: 08/31/2015	76,815.90	18,643.60	4	0.00
2,162	CUSIP # 00912X302 AIR LEASE CORPORATION COM LAST PRICED: 08/31/2015	69,551.54	68,215.03	3	0.00
875	CUSIP # 016255101 ALIGN TECHNOLOGY INC COM LAST PRICED: 08/31/2015	49,525.00	42,645.74	2	0.00
224	CUSIP # 01748X102 ALLEGIANT TRAVEL CO COM LAST PRICED: 08/31/2015	45,530.24	26,579.66	2	67.20
671	CUSIP # 043436104 ASBURY AUTOMOTIVE GROUP INC COM LAST PRICED: 08/31/2015	54,062.47	49,523.74	3	0.00
2,024	CUSIP # 112463104 BROOKDALE SENIOR LIVING INC COM LAST PRICED: 08/31/2015	55,498.08	72,229.67	3	0.00
775	CUSIP # 14149Y108 CARDINAL HEALTH INC COM LAST PRICED: 08/31/2015	63,759.25	53,662.88	3	0.00
1,926	CUSIP # 141619106 CARDIOVASCULAR SYSTEMS INC COM LAST PRICED: 08/31/2015	46,378.08	56,803.62	2	0.00



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08/01/2015 through 08/31/2015
1044005734

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,221	CUSIP # 171779309 CIENA CORPORATION COM LAST PRICED: 08/31/2015	49,661.56	48,467.48	2	0.00
2,982	CUSIP # 19624R106 COLONY CAPITAL INC LAST PRICED: 08/31/2015	64,739.22	72,599.00	3	0.00
776	CUSIP # 198516106 COLUMBIA SPORTSWEAR COMPANY COM LAST PRICED: 08/31/2015	47,623.12	29,928.69	2	116.40
2,549	CUSIP # 225223304 CRAY INC COM LAST PRICED: 08/31/2015	54,013.31	66,129.00	3	0.00
807	CUSIP # 26884L109 EQT CORP COM LAST PRICED: 08/31/2015	62,800.74	64,232.36	3	24.21
2,968	CUSIP # 277461406 EASTMAN KODAK CO COM LAST PRICED: 08/31/2015	41,789.44	61,076.31	2	0.00
762	CUSIP # 294429105 EQUIFAX INC COM LAST PRICED: 08/31/2015	74,599.80	47,893.64	4	220.98
5,336	CUSIP # 315405100 FERRO CORP COM LAST PRICED: 08/31/2015	65,632.80	72,446.60	3	0.00
1,161	CUSIP # 33616C100 FIRST REPUBLIC BK/SAN FRANCISCO COM LAST PRICED: 08/31/2015	70,019.91	60,521.95	3	0.00
621	CUSIP # 371559105 GENESEE & WYOMING INC CL A COM LAST PRICED: 08/31/2015	42,463.98	60,952.16	2	0.00
1,650	CUSIP # 416515104 HARTFORD FINL SVCS GROUP COM LAST PRICED: 08/31/2015	75,817.50	60,733.07	4	346.50



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08/01/2015 through 08/31/2015
 1044005734

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
776	CUSIP # 45665Q103 INFINITY PPTY AND CAS CORP COM LAST PRICED: 08/31/2015	59,969.28	54,541.54	3	0.00
490	CUSIP # 53220K504 LIGAND PHARMACEUTICALS INC LAST PRICED: 08/31/2015	45,050.60	26,877.78	2	0.00
2,327	CUSIP # 55405Y100 MA-COM TECHNOLOGY SOLUTIONS HOLDINGS INC COM LAST PRICED: 08/31/2015	68,669.77	53,301.47	3	0.00
1,655	CUSIP # 57063L107 MARKETO INC COM LAST PRICED: 08/31/2015	46,356.55	52,790.06	2	0.00
1,702	CUSIP # 65440R101 NIMBLE STORAGE INC COM LAST PRICED: 08/31/2015	45,375.32	40,234.46	2	0.00
1,348	CUSIP # 742962103 PRIVATEBANCORP INC COM LAST PRICED: 08/31/2015	51,021.80	41,473.65	2	0.00
639	CUSIP # 783549108 RYDER SYSTEM INC COM LAST PRICED: 08/31/2015	52,378.83	55,040.30	3	180.40
1,140	CUSIP # 78709Y105 SAIA INC COM LAST PRICED: 08/31/2015	42,807.00	49,555.47	2	0.00
3,902	CUSIP # 83190B101 SMART & FINAL STORES INC LAST PRICED: 08/31/2015	63,602.60	69,960.46	3	0.00
1,500	CUSIP # 85571Q102 STARZ SERIES A COM LAST PRICED: 08/31/2015	56,415.00	57,608.95	3	0.00
317	CUSIP # 90384S303 ULTA SALON COSMETICS & FRAGRANCE INC COM LAST PRICED: 08/31/2015	50,114.53	30,089.42	2	0.00



STATEMENT OF ACCOUNT

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 1044005734

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
10,968	CUSIP # 92886T201 VONAGE HOLDINGS CORPORATION COM LAST PRICED: 08/31/2015	60,872.40	41,114.37	3	0.00
423	CUSIP # 92927K102 WABCO HOLDINGS INC COM LAST PRICED: 08/31/2015	48,780.36	43,152.85	2	0.00
938	CUSIP # 966244105 WHITEWAVE FOODS COMPANY A COM LAST PRICED: 08/31/2015	43,279.32	30,919.29	2	0.00
2,261	CUSIP # 97717P104 WISDOMTREE INVESTMENTS INC COM LAST PRICED: 08/31/2015	42,393.75	25,972.56	2	0.00
911	CUSIP # N59465109 MYLAN INC NV LAST PRICED: 08/31/2015	45,176.49	42,071.66	2	0.00
		1,932,545.54	1,747,988.49	93	955.69
FOREIGN STOCK					
459	CUSIP # G81276100 SIGNET JEWELERS LTD COM LAST PRICED: 08/31/2015	63,342.00	50,007.91	3	0.00
2,258	CUSIP # N22035104 CONSTELLIUM NV CLASS A COM LAST PRICED: 08/31/2015	14,789.90	46,878.62	1	0.00
		78,131.90	96,886.53	4	0.00



SUL ROSS STATE UNIVERSITY/
QUANTUM CAPITAL MANAGEMENT/
TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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1044005734

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	2,079,845.17			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	2,079,845.17			
	ACCRUED INCOME	955.90			
	TOTAL MARKET VALUE	2,080,801.07			



SUL ROSS STATE UNIVERSITY/
TORTOISE CAPITAL ADVISORS/
TNB CUSTODIAN

STATEMENT OF ACCOUNT

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Statement Period
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08/01/2015 through 08/31/2015
1044005921

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
111,372.58	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	111,372.58	111,372.58	4	0.92
		111,372.58	111,372.58	4	0.92
COMMON STOCK					
1,934	CUSIP # 03673L103 ANTERO MIDSTREAM PARTNERS LP LAST PRICED: 08/31/2015	44,791.44	53,727.36	2	0.00
2,591	CUSIP # 118230101 BUCKEYE PARTNERS LP LTD PARTNSHP INTS LAST PRICED: 08/31/2015	182,458.22	187,938.24	6	0.00
1,066	CUSIP # 198280109 COLUMBIA PIPELINE GROUP INC LAST PRICED: 08/31/2015	27,033.76	29,564.86	1	0.00
1,686	CUSIP # 198281107 COLUMBIA PIPELINE PARTNERS LP LAST PRICED: 08/31/2015	33,433.38	45,001.05	1	0.00
1,358	CUSIP # 23311P100 DCP MIDSTREAM PARTNERS, LP COM LAST PRICED: 08/31/2015	38,295.60	68,361.74	1	0.00
927	CUSIP # 257454108 DOMINION MIDSTREAM PARTNERS LP LAST PRICED: 08/31/2015	33,965.28	27,481.41	1	0.00
1,373	CUSIP # 26885B100 EQT MIDSTREAM PARTNERS LP COM LAST PRICED: 08/31/2015	106,819.40	88,746.30	4	0.00
536	CUSIP # 26885J103 EQT GP HOLDINGS LP LAST PRICED: 08/31/2015	17,430.72	17,448.68	1	0.00



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1044005921

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
3,364	CUSIP # 29250R106 ENBRIDGE ENERGY PARTNERS L.P. COM LAST PRICED: 08/31/2015	95,133.92	128,340.79	3	0.00
8,244	CUSIP # 29273V100 ENERGY TRANSFER EQUITY LP COM LAST PRICED: 08/31/2015	231,244.20	159,576.09	8	0.00
1,090	CUSIP # 29336T100 ENLINK MIDSTREAM LLC LAST PRICED: 08/31/2015	26,007.40	33,591.73	1	0.00
10,183	CUSIP # 293792107 ENTERPRISE PRODUCTS PARTNERS LP COM LAST PRICED: 08/31/2015	286,244.13	317,630.39	10	0.00
1,440	CUSIP # 371927104 GENESIS ENERGY L.P. COM LAST PRICED: 08/31/2015	62,870.40	75,289.82	2	0.00
993	CUSIP # 55336V100 MPLX LP COM LAST PRICED: 08/31/2015	49,272.66	42,316.44	2	0.00
4,177	CUSIP # 559080106 MAGELLAN MIDSTREAM PARTNERS COM LAST PRICED: 08/31/2015	294,770.89	266,973.54	10	0.00
2,674	CUSIP # 570759100 MARKWEST ENERGY PARTNERS L P COM LAST PRICED: 08/31/2015	150,733.38	175,471.18	5	0.00
836	CUSIP # 682680103 ONEOK INC NEW COM LAST PRICED: 08/31/2015	30,104.36	49,209.13	1	0.00
1,121	CUSIP # 68268N103 ONEOK PARTNERS LP COM LAST PRICED: 08/31/2015	36,264.35	41,252.80	1	0.00
987	CUSIP # 718549207 PHILLIPS 66 PARTNERS LP COM LAST PRICED: 08/31/2015	61,588.80	54,955.85	2	0.00



SUL ROSS STATE UNIVERSITY/
TORTOISE CAPITAL ADVISORS/
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STATEMENT OF ACCOUNT

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Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005921

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
6,044	CUSIP # 726503105 PLAINS ALL AMERN PIPELINE LP COM LAST PRICED: 08/31/2015	217,946.64	325,459.54	7	0.00
1,197	CUSIP # 822634101 SHELL MIDSTREAM PARTNERS LP LAST PRICED: 08/31/2015	47,365.29	41,818.48	2	0.00
3,772	CUSIP # 84756N109 SPECTRA ENERGY PARTNERS LP COM LAST PRICED: 08/31/2015	192,145.68	182,960.61	6	0.00
4,466	CUSIP # 86764L108 SUNOCO LOGISTICS PARTNERS L.P. COM LAST PRICED: 08/31/2015	151,084.78	170,497.33	5	0.00
909	CUSIP # 87612G101 TARGA RESOURCES CORPORATION COM LAST PRICED: 08/31/2015	60,048.54	80,940.23	2	0.00
2,135	CUSIP # 88160T107 TESORO LOGISTICS LP COM LAST PRICED: 08/31/2015	112,749.35	124,888.99	4	0.00
752	CUSIP # 91914J102 VALERO ENERGY PARTNERS LP COM LAST PRICED: 08/31/2015	38,976.16	27,043.77	1	0.00
2,147	CUSIP # 958254104 WESTERN GAS PARTNERS LP COM LAST PRICED: 08/31/2015	126,308.01	136,822.72	4	0.00
869	CUSIP # 95825R103 WESTERN GAS EQUITY PARTNERS LP COM LAST PRICED: 08/31/2015	46,143.90	37,220.70	2	0.00
1,595	CUSIP # 969457100 WILLIAMS COMPANIES INC COM LAST PRICED: 08/31/2015	76,879.00	70,498.55	3	0.00
		2,878,109.64	3,061,028.32	97	0.00



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STATEMENT OF ACCOUNT

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Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005921

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	2,989,482.22			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	10,817.18			
	NET ASSETS	2,978,665.04			
	ACCRUED INCOME	0.92			
	TOTAL MARKET VALUE	2,978,665.96			



STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005716

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
19,255.23	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	19,255.23	19,255.23	1	0.17
		19,255.23	19,255.23	1	0.17
MUTUAL FUNDS EQUITY					
153,121.49	CUSIP # 98147A428 WORLDS FUNDS TRUST REMS REAL ESTATE INCOME 50/50 FUND - INS LAST PRICED: 08/31/2015	2,099,295.63	2,139,917.75	99	0.00
		2,099,295.63	2,139,917.75	99	0.00
	TOTAL INVESTMENTS	2,118,550.86			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	2,118,550.86			
	ACCRUED INCOME	0.17			
	TOTAL MARKET VALUE	2,118,551.03			



STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005725

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
971.25	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	971.25	971.25	0	0.00
		971.25	971.25	0	0.00
MUTUAL FUNDS EQUITY					
39,336.289	CUSIP # 353533888 FRANKLIN INTERNATIONAL SMALL CAP GROWTH FUND - ADV LAST PRICED: 08/31/2015	767,844.36	710,363.02	11	0.00
53,736.4	CUSIP # 41012R787 HANCOCK HORIZON DIVERSIFIED INTERNATIONAL FUND - IN LAST PRICED: 08/31/2015	1,048,934.53	1,127,624.35	16	0.00
101,855.537	CUSIP # 51855Q549 LAUDUS GROWTH INVESTORS U.S. LARGE CAP GROWTH FUND LAST PRICED: 08/31/2015	1,742,748.24	1,636,345.00	26	0.00
41,144.759	CUSIP # 701769408 PARNASSUS CORE EQUITY FUND - INS LAST PRICED: 08/31/2015	1,616,166.13	1,405,751.42	24	0.00
8,760.163	CUSIP # 922040100 VANGUARD INSTITUTIONAL INDEX FD 94 LAST PRICED: 08/31/2015	1,584,187.88	1,324,307.22	23	0.00
		6,759,881.14	6,204,391.01	100	0.00



STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005725

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	6,760,852.39			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	6,760,852.39			
	ACCRUED INCOME	0.00			
	TOTAL MARKET VALUE	6,760,852.39			

Texas State University
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15		
							Investment Income	Return	
Short Term Funds									
Cash In Bank				\$ 10,738,309.46	\$ 29,668,514.74	\$ 29,668,514.74	\$ 311.76	0.00%	
Cash In State Treasury				\$ 15,743,229.60	\$ 28,682,065.75	\$ 28,682,065.75	\$ 13,772.41	0.10%	
TexPool Series 0009	General Account			\$ 211,951,731.77	\$ 181,338,663.21	\$ 181,338,663.21	\$ 28,839.47	0.02%	
TexPool Series 0011				\$ 142,498.29	\$ 142,521.31	\$ 142,521.31	\$ 23.02	0.02%	
Totals				\$ 238,575,769.12	\$ 239,831,765.01	\$ 239,831,765.01	\$ 42,946.66	0.02%	
								6 Month T-Bill	0.01%

Long Term Funds									
Appendix A									
Cash in Bank				\$ -	\$ -	\$ -	\$ -	-	
Sage Non-Operating	*Holdings Report Attached			\$ 79,558,768.95	\$ 79,531,896.84	\$ 78,595,821.03	\$ 431,788.25	0.01%	
DFA 1 Yr FI - DFIHX				\$ -	\$ 49,951,550.38	\$ 50,000,000.00	\$ -	0.00%	
Totals				\$ 79,558,768.95	\$ 129,483,447.22	\$ 128,595,821.03	\$ 431,788.25	0.01%	
								6 Month T-Bill	0.01%

Bond Proceeds									
TexPool Series 0028	North Housing			\$ 4,222,480.69	\$ 4,245,608.56	\$ 4,245,608.56	\$ 685.31	0.02%	
TexPool Series 0029	TSUS-11			\$ 138,094.55	\$ 117,809.27	\$ 117,809.27	\$ 22.04	0.02%	
TexPool Series 0070	TSUS-13			\$ 9,033,278.37	\$ 1,174,945.46	\$ 1,174,945.46	\$ 1,105.84	0.01%	
TexPool Series 0073	TSUS-12			\$ 2,312,110.69	\$ 2,079,438.25	\$ 2,079,438.25	\$ 350.30	0.02%	
TexPool Series 0074 & Bk				\$ 22,876,543.01	\$ 19,646,059.35	\$ 19,646,059.35	\$ 4,603.70	0.02%	
TexPool Series 0076 & Bk	2014 TSUS Bond			\$ 35,940,334.35	\$ 34,000,736.13	\$ 34,000,736.13	\$ 8,627.43	0.03%	
Totals				\$ 74,522,841.66	\$ 61,264,597.02	\$ 61,264,597.02	\$ 15,394.62	0.02%	
								6 Month T-Bill	0.01%

Texas State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Name of Signee
Title _____

Valarie R. VanVlack
VALARIE R. VAN VLACK
TREASURER

Eric Algoe
Eric Algoe
Vice President for
Finance & Support Services



Texas State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
100.0 %	Total Plan Composite	\$ 55,465,709	-5.71%	-3.34%
	<i>Total Blended Index</i>		<i>-4.62%</i>	<i>-0.35%</i>
64.0 %	All Equity Composite	\$ 35,487,720	-6.11%	-1.85%
	<i>Blended Equity Index</i>		<i>-6.45%</i>	<i>-1.06%</i>
51.8 %	Domestic Equity	\$ 28,756,186	-5.88%	-0.59%
	<i>Russell 3000</i>		<i>-6.07%</i>	<i>0.35%</i>
8.8	Seizert LCV - SA	4,874,507	-8.36%	-5.38%
10.8	Vanguard Instl Index - VINIX	5,966,286	-5.91%	0.47%
11.5	APEX SMIDG - SA	6,380,864	-6.38%	-0.54%
11.3	Systematic SMIDV - SA	6,274,616	-8.17%	-5.95%
9.5	Silvant Capital	5,259,913	-3.99%	13.20%
12.1 %	International Equity	\$ 6,731,534	-5.26%	-9.12%
	<i>MSCI EAFE</i>		<i>-8.07%</i>	<i>-7.09%</i>
5.4	Franklin Intl SCG - FKSCX	2,992,846	-2.06%	-3.22%
6.7	Pear Tree Polaris For Value - QFVIX	3,738,688	-6.69%	-6.69%
6.1 %	Real Estate	\$ 3,369,314	-3.98%	1.49%
	<i>FTSE NAREIT</i>		<i>-5.38%</i>	<i>-0.57%</i>
6.1	REMS RE Income - RREIX	3,369,314	-3.98%	1.49%
28.5 %	Total Fixed Income	\$ 15,824,398	-4.92%	-6.15%
	<i>Blended Fixed Index</i>		<i>-3.26%</i>	<i>0.80%</i>
10.5 %	Corporates	\$ 5,825,110	-0.39%	1.32%
	<i>BC Credit</i>		<i>-1.72%</i>	<i>-0.46%</i>
10.5	Sage FI	5,825,110	-0.39%	1.32%
5.3 %	Money Markets	\$ 2,917,845	0.08%	0.39%
	<i>91-Day T-Bill</i>		<i>0.01%</i>	<i>0.03%</i>
0.0	Endowment Cash Account	20,394	0.00%	0.46%
5.2	RidgeWorth UltraShort - SIGVX	2,897,450	0.08%	0.39%
12.8 %	Hybrid Securities	\$ 7,081,444	-10.68%	-15.96%
	<i>ML All Invest ex Man V0A1</i>		<i>-5.87%</i>	<i>2.15%</i>
3.9	Cutler Converts / Balanced Growth- SA	2,177,583	-4.84%	-3.03%
8.8	Tortoise MLP	4,903,860	-13.28%	-21.70%
1.4 %	Other	\$ 784,277	0.02%	0.05%
0.0	Cash in Bank	23,369	0.00%	0.00%
1.4	TexPool Series 0023	760,100	0.02%	0.05%
0.0	Money Market Sweep	808	0.00%	0.00%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI ACWI ex US, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 30% BC Aggregate, 1% 91-Day T-Bill, and 4% ML 6 Month T-Bill.

Texas State University
ENDOWMENT QUARTERLY INVESTMENT REPORT
PERIOD ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
Total Plan Composite	\$58,868,426	\$4,158,463	-\$4,155,445	\$244,422	-\$71,614	-\$3,578,543	\$55,465,709
All Equity Composite	\$37,910,149	\$4,101,119	-\$4,124,004	\$99,478	-\$48,776	-\$2,450,246	\$35,487,720
Domestic Equity	\$30,800,938	\$41,119	-\$63,150	\$99,478	-\$48,185	-\$2,074,016	\$28,756,186
Seizert LCV - SA	\$5,319,737	\$7,111	-\$7,496	\$26,420	-\$7,496	-\$463,770	\$4,874,507
Vanguard Instl Index - VINIX	\$6,341,377			\$28,999	-\$296	-\$403,794	\$5,966,286
APEX SMIDG - SA	\$6,816,379	\$14,102	-\$14,948	\$7,871	-\$14,771	-\$427,769	\$6,380,864
Systematic SMIDV - SA	\$6,838,090	\$19,906	-\$30,079	\$24,560	-\$14,995	-\$562,865	\$6,274,616
Silvant Capital	\$5,485,356		-\$10,626	\$11,629	-\$10,626	-\$215,818	\$5,259,913
International Equity	\$7,109,211	\$4,060,000	-\$4,060,855	\$0	-\$592	-\$376,230	\$6,731,534
Hancock Horizon Div - HHDTX	\$4,053,502		-\$4,007,855			-\$45,648	
Franklin Intl SCG - FKSCX	\$3,055,709				-\$296	-\$62,566	\$2,992,846
Pear Tree Polaris For Value - QFVIX		\$4,060,000	-\$53,000		-\$296	-\$268,016	\$3,738,688
Real Estate	\$3,508,999	\$0	\$0	\$39,217	-\$296	-\$178,606	\$3,369,314
REMS RE Income - RREIX	\$3,508,999			\$39,217	-\$296	-\$178,606	\$3,369,314
Total Fixed Income	\$16,692,130	\$27,425	-\$28,529	\$105,605	-\$22,541	-\$949,691	\$15,824,398
Corporates	\$5,842,135	\$4,231	-\$3,026	\$25,771	-\$3,026	-\$40,976	\$5,825,110
Sage FI	\$5,842,135	\$4,231	-\$3,026	\$25,771	-\$3,026	-\$40,976	\$5,825,110
Money Markets	\$2,935,453	\$1	-\$19,945	\$5,201	-\$546	-\$2,318	\$2,917,845
Endowment Cash Account	\$40,339	\$1	-\$19,945	\$1	-\$250	\$249	\$20,394
RidgeWorth UltraShort - SIGVX	\$2,895,114			\$5,200	-\$296	-\$2,568	\$2,897,450
Money Market Fund 3							
Hybrid Securities	\$7,914,542	\$23,193	-\$5,558	\$74,633	-\$18,970	-\$906,397	\$7,081,444
Cutler Converts / Balanced Growth- SA	\$2,273,750	\$9,921	-\$5,297	\$12,888	-\$5,297	-\$108,382	\$2,177,583
Tortoise MLP	\$5,640,793	\$13,271	-\$261	\$61,745	-\$13,673	-\$798,015	\$4,903,860
Other	\$757,148	\$29,919	-\$2,912	\$122	\$0	\$0	\$784,277
Cash in Bank	\$5,737	\$17,632					\$23,369
TexPool Series 0023	\$749,978	\$10,000		\$122		\$0	\$760,100
Money Market Sweep	\$1,433	\$2,287	-\$2,912	\$0		\$0	\$808

STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
SHORT TERM INVESTMENTS					
457,880.78	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	457,880.78	457,880.78	1	15.63
		457,880.78	457,880.78	1	15.63
US GOVT. OBLIGATIONS					
3,955,000	CUSIP # 3130A0SD3 FEDERAL HOME LOAN BANK DTD 01/24/2014 .375% 02/19/2016 LAST PRICED: 08/31/2015	3,956,621.55	3,953,299.35	5	494.38
750,000	CUSIP # 3130A3NR1 FED HOME LOAN BANK DTD 12/24/2014 .85% 03/24/2017-2015 NO PRICING DATE	750,000.00	750,195.09	1	2,780.21
1,900,000	CUSIP # 3130A3UU6 FED HOME LOAN BANK DTD 01/27/2015 .875% 01/27/2017-2016 LAST PRICED: 08/31/2015	1,902,356.00	1,903,325.00	2	1,570.14
1,350,000	CUSIP # 3130A4GV8 FED HOME LOAN BANK DTD 03/24/2015 .85% 03/24/2017-2015 LAST PRICED: 08/31/2015	1,349,892.00	1,351,017.41	2	5,004.38
2,110,000	CUSIP # 3134G5Q40 FED HOME LOAN MTG CORP DTD 12/12/2014 .7% 12/12/2016-2015 LAST PRICED: 08/31/2015	2,109,324.80	2,110,494.02	3	3,241.19
675,000	CUSIP # 3134G5SB2 FED HOME LOAN MTG CORP DTD 12/19/2014 .75% 12/19/2016-2015 LAST PRICED: 08/31/2015	675,202.50	675,248.94	1	1,012.50
1,000,000	CUSIP # 3137EADC0 FED HOME LOAN MTG CORP DTD 01/30/2012 1% 03/08/2017 LAST PRICED: 08/31/2015	1,004,470.00	1,004,151.07	1	4,805.56

STATEMENT OF ACCOUNT

 Statement Period 08/01/2015 through 08/31/2015
 Account Number 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
2,395,000	CUSIP # 3137EADP1 FED HOME LOAN MTG CORP DTD 01/17/2013 .875% 03/07/2018 LAST PRICED: 08/31/2015	2,386,497.75	2,376,462.70	3	10,128.85
1,486,000	CUSIP # 912828C40 U S TREASURY NOTE DTD 03/31/2014 .375% 03/31/2016 LAST PRICED: 08/31/2015	1,486,579.54	1,486,645.95	2	2,347.11
4,990,000	CUSIP # 912828C65 U S TREASURY NOTE DTD 03/31/2014 1.625% 03/31/2019 LAST PRICED: 08/31/2015	5,050,628.50	5,069,722.17	6	34,118.78
2,475,000	CUSIP # 912828J92 U S TREASURY NOTE DTD 03/31/2015 .5% 03/31/2017 LAST PRICED: 08/31/2015	2,470,124.25	2,471,816.75	3	5,206.97
6,534,000	CUSIP # 912828K25 U S TREASURY NOTE DTD 04/15/2015 .75% 04/15/2018 LAST PRICED: 08/31/2015	6,495,384.06	6,514,852.56	8	20,921.21
5,550,000	CUSIP # 912828SC5 U S TREASURY NOTE DTD 01/31/2012 .875% 01/31/2017 LAST PRICED: 08/31/2015	5,571,756.00	5,557,562.05	7	4,222.83
4,770,000	CUSIP # 912828UG3 U S TREASURY NOTE DTD 01/15/2013 .375% 01/15/2016 LAST PRICED: 08/31/2015	4,771,431.00	4,772,604.07	6	2,333.15
6,650,000	CUSIP # 912828XF2 U S TREASURY NOTE DTD 06/15/2015 1.125% 06/15/2018 LAST PRICED: 08/31/2015	6,668,287.50	6,685,174.87	8	15,943.65
		46,648,555.45	46,682,572.00	59	114,130.91

MORTGAGE BACKED SECURITIES

STATEMENT OF ACCOUNT

 Statement Period: 08/01/2015 through 08/31/2015
 Account Number: 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
443,991.8	CUSIP # 31283KZW1 FED HOME LOAN MTG CORP POOL G11657 DTD 01/01/2005 4.5% 12/01/2018 LAST PRICED: 08/31/2015	461,307.48	461,256.97	1	1,664.97
316,516.94	CUSIP # 31398TJ85 FED NATL MTG ASSN SERIES 2010-105 CLASS AP DTD 08/01/2010 2% 08/25/2020 LAST PRICED: 08/31/2015	320,932.67	320,909.53	0	509.94
206,236.3478	CUSIP # 31416BQM3 FED NATL MTG ASSN POOL 995160 DTD 11/01/2008 5% 09/01/2022 LAST PRICED: 08/31/2015	214,679.66	215,879.73	0	859.32
		996,919.81	998,046.23	1	3,034.23
COLLATERALIZED MORTGAGE OBLIGATIONS					
238,653.99	CUSIP # 3134G3KS8 FED HOME LOAN MTG CORP SERIES 2012-1 CLASS A10 DTD 01/17/2012 2.06% 01/15/2022 LAST PRICED: 08/31/2015	242,560.04	240,132.73	0	218.50
190,955.27	CUSIP # 3136A3UV1 FED NATL MTG ASSN SERIES 2012-1 CLASS GB DTD 01/01/2012 2% 02/25/2022 LAST PRICED: 08/31/2015	192,120.48	194,449.94	0	307.65
963,277.25	CUSIP # 3136A8XK1 FED NATL MTG ASSN SERIES 2012-94 CLASS E DTD 08/01/2012 3% 06/25/2022 LAST PRICED: 08/31/2015	991,122.71	993,379.66	1	2,327.92
700,559	CUSIP # 3137A7Z52 FEDERAL HOME LOAN MTG CORP SERIES 3825 CLASS AB DTD 03/01/2011 3% 08/15/2020 LAST PRICED: 08/31/2015	717,754.22	719,799.36	1	1,693.02

STATEMENT OF ACCOUNT

 Statement Period
 Account Number

 08/01/2015 through 08/31/2015
 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
183,151.18	CUSIP # 3137A9BB1 FED HOME LOAN MTG CORP SERIES 3846 CLASS CK DTD 04/01/2011 1.5% 09/15/2020 LAST PRICED: 08/31/2015	184,023.71	185,018.10	0	221.31
482,723.94	CUSIP # 3137ACR92 FED HOME LOAN MTG CORP SERIES 3901 CLASS CD DTD 07/01/2011 2% 10/15/2018 LAST PRICED: 08/31/2015	488,778.26	489,259.71	1	777.72
187,955.2	CUSIP # 31392EPW4 FED NATL MTG ASSN SERIES 2002-56 CLASS UC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 08/31/2015	194,885.67	193,960.77	0	832.75
526,642.67	CUSIP # 31393TJ49 FED NATL MTG ASSN SERIES 2003-112 CLASS AN DTD 10/01/2003 4% 11/25/2018 LAST PRICED: 08/31/2015	542,943.84	544,450.27	1	1,696.96
666,437.88	CUSIP # 31393TMB9 FED NATL MTG ASSN SERIES 2003-97 CLASS CA DTD 09/01/2003 5% 10/25/2018 LAST PRICED: 08/31/2015	696,568.87	697,679.96	1	2,684.26
232,098.46	CUSIP # 31393UL43 FED NATL MTG ASSN SERIES 2003-129 CLASS ME DTD 12/01/2003 5% 08/25/2023 LAST PRICED: 08/31/2015	240,595.12	241,489.06	0	934.84
414,448.08	CUSIP # 31394W3P1 FED HOME LOAN MTG CORP SERIES 2770 CLASS TW DTD 03/01/2004 4.5% 03/15/2019 LAST PRICED: 08/31/2015	432,081.60	436,461.69	1	1,502.37
324,040.034	CUSIP # 31396QJ89 FED NATL MTG ASSN SERIES 2009-47 CLASS EG DTD 06/01/2009 4.5% 08/25/2019 LAST PRICED: 08/31/2015	336,563.53	337,048.77	0	1,174.65

STATEMENT OF ACCOUNT

 Statement Period
 Account Number

 08/01/2015 through 08/31/2015
 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
732,882.66	CUSIP # 31396YB68 FED NATL MTG ASSN SERIES 2008-15 CLASS JN DTD 02/01/2008 4.5% 02/25/2023 LAST PRICED: 08/31/2015	769,229.24	774,498.26	1	2,656.70
257,202.45	CUSIP # 31397MHG5 FED NATL MGT ASSN SERIES 2008-70 CLASS BY DTD 07/01/2008 4% 08/25/2023 LAST PRICED: 08/31/2015	266,600.37	269,379.95	0	828.76
51,918.9	CUSIP # 31398F3T6 FED NATL MTG ASSN SER 2009-88 CL DB DTD 10/01/2009 3% 10/25/2020 LAST PRICED: 08/31/2015	53,259.13	53,247.50	0	129.80
399,932.16	CUSIP # 31398PMK2 FED NATL MTG ASSN SERIES 2010-45 CLASS AH 2.25% 02/25/2021 LAST PRICED: 08/31/2015	405,186.47	407,300.99	1	724.88
641,135.33	CUSIP # 31398SM75 FED NATL MTG ASSN SERIES 2010-135 CLASS HJ DTD 11/01/2010 3.5% 01/25/2021 LAST PRICED: 08/31/2015	663,145.51	664,661.74	1	1,807.65
106,734.41	CUSIP # 31398T3R0 FED NATL MTG ASSN SERIES 2010-99 CASS YA DTD 08/01/2010 2% 09/25/2020 LAST PRICED: 08/31/2015	108,316.64	108,362.92	0	171.96
346,655.19	CUSIP # 31398TUD1 FED NATL MTG ASSN SERIES 2010-83 CLASS AH DTD 07/01/2010 2.5% 11/25/2018 LAST PRICED: 08/31/2015	352,232.18	352,927.15	0	698.13
		7,877,967.59	7,903,508.53	10	21,389.83

CORPORATE BONDS

STATEMENT OF ACCOUNT

Statement Period
Account Number

08/01/2015 through 08/31/2015
1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
625,000	CUSIP # 001055AH5 AFLAC INC DTD 02/10/2012 2.65% 02/15/2017 LAST PRICED: 08/31/2015	637,631.25	638,302.58	1	736.11
400,000	CUSIP # 0258M0DD8 AMERICAN EXPRESS CREDIT MED TERM NT DTD 03/26/2012 2.375% 03/24/2017 LAST PRICED: 08/31/2015	406,124.00	406,293.12	1	4,143.06
395,000	CUSIP # 0258M0DM8 AMERICAN EXPRESS CREDIT DTD 06/05/2014 1.125% 06/05/2017 LAST PRICED: 08/31/2015	391,879.50	393,834.75	0	1,061.56
395,000	CUSIP # 02665WAB7 AMERICAN HONDA FINANCE CORP DTD 10/10/2013 1.125% 10/07/2016 LAST PRICED: 08/31/2015	395,940.10	393,907.85	0	1,777.50
500,000	CUSIP # 03524BAD8 ANHEUSER-BUSCH INBEV FIN DTD 01/27/2014 .4286% 01/27/2017 LAST PRICED: 08/31/2015	499,165.00	500,092.75	1	214.30
405,000	CUSIP # 037833AJ9 APPLE INC DTD 05/03/2013 1% 05/03/2018 LAST PRICED: 08/31/2015	400,540.95	401,820.75	1	1,327.50
450,000	CUSIP # 05531FAN3 BB&T CORPORATION DTD 06/19/2013 2.05% 06/19/2018-2018 LAST PRICED: 08/31/2015	453,492.00	452,575.63	1	1,845.00
695,000	CUSIP # 05565QCA4 BP CAPITAL MARKETS PLC DTD 11/06/2012 .7% 11/06/2015 LAST PRICED: 08/31/2015	695,180.70	695,089.42	1	1,554.10
1,566,000	CUSIP # 06406HCD9 BANK OF NEW YORK MELLON DTD 10/25/2012 .7% 10/23/2015-2015 LAST PRICED: 08/31/2015	1,566,281.88	1,566,728.11	2	3,897.60

STATEMENT OF ACCOUNT

 Statement Period
 Account Number

 08/01/2015 through 08/31/2015
 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
565,000	CUSIP # 06406HCF4 BANK OF NEW YORK MELLON DTD 10/25/2012 .4606% 10/23/2015 LAST PRICED: 08/31/2015	565,039.55	565,038.21	1	289.15
	CUSIP # 073902KF4 BEAR STEARNS CO INC DTD 10/31/2005 5.3% 10/30/2015 LAST PRICED: 08/31/2015	0.00	0.00	0	13,182.28
512,000	CUSIP # 14912L5Z0 CATERPILLAR FINANCIAL SE DTD 03/03/2014 1% 03/03/2017 LAST PRICED: 08/31/2015	511,001.60	511,911.46	1	2,531.56
771,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 08/31/2015	789,002.85	790,971.71	1	1,060.13
435,000	CUSIP # 24422ESD2 JOHN DEERE CAPITAL CORP DTD 10/11/2013 1.05% 10/11/2016 LAST PRICED: 08/31/2015	435,482.85	434,447.55	1	1,776.25
230,000	CUSIP # 25468PCU8 WALT DISNEY CO DTD 11/30/2012 .45% 12/01/2015 LAST PRICED: 08/31/2015	230,027.60	230,059.87	0	258.75
685,000	CUSIP # 36962G3U6 GENERAL ELEC CAP CORP DTD 04/21/2008 5.625% 05/01/2018 LAST PRICED: 08/31/2015	752,417.70	756,859.54	1	12,843.75
200,000	CUSIP # 373334GA3 GEORGIA POWER COMPANY DTD 12/06/2005 5.25% 12/15/2015 LAST PRICED: 08/31/2015	202,564.00	203,071.86	0	2,216.67
335,000	CUSIP # 373334GE5 GEORGIA POWER COMPANY DTD 06/12/2007 5.7% 06/01/2017 LAST PRICED: 08/31/2015	359,907.25	361,545.90	0	4,773.75

STATEMENT OF ACCOUNT

 Statement Period
 Account Number

 08/01/2015 through 08/31/2015
 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
335,000	CUSIP # 373334JV4 GEORGIA POWER COMPANY DTD 04/19/2011 3% 04/15/2016 LAST PRICED: 08/31/2015	339,351.65	340,345.90	0	3,796.67
595,000	CUSIP # 458140AL4 INTEL CORP DTD 12/11/2012 1.35% 12/15/2017 LAST PRICED: 08/31/2015	594,131.30	594,262.20	1	1,695.75
715,000	CUSIP # 46623EJV2 J P MORGAN CHASE & CO DTD 02/21/2013 .8549% 02/26/2016 LAST PRICED: 08/31/2015	715,278.85	716,587.02	1	101.88
800,000	CUSIP # 46623EKD0 J P MORGAN CHASE & CO DTD 03/02/2015 1.7% 03/01/2018-2018 LAST PRICED: 08/31/2015	796,072.00	796,736.00	1	0.00
400,000	CUSIP # 46625HHX1 JPMORGAN CHASE & CO DTD 02/24/2011 3.45% 03/01/2016 LAST PRICED: 08/31/2015	405,064.00	405,619.32	1	6,900.00
250,000	CUSIP # 594918AG9 MICROSOFT CORP DTD 09/27/2010 1.625% 09/25/2015 LAST PRICED: 08/31/2015	250,207.50	250,362.50	0	1,760.42
475,000	CUSIP # 68389XAN5 ORACLE CORPORATION DTD 10/25/2012 1.2% 10/15/2017 LAST PRICED: 08/31/2015	473,214.00	474,629.77	1	2,153.33
275,000	CUSIP # 693476BG7 PNC FUNDING CORP DTD 09/21/2009 4.25% 09/21/2015 LAST PRICED: 08/31/2015	275,506.00	275,944.82	0	5,194.44
475,000	CUSIP # 742718DQ9 PROCTER AND GAMBLE CO DTD 08/28/2009 3.15% 09/01/2015 NO PRICING DATE	475,000.00	475,596.02	1	7,481.25

STATEMENT OF ACCOUNT

 Statement Period
 Account Number

 08/01/2015 through 08/31/2015
 1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
395,000	CUSIP # 822582AR3 SHELL INTERNATIONAL FIN DTD 08/21/2012 1.125% 08/21/2017 LAST PRICED: 08/31/2015	394,352.20	394,348.25	0	123.44
580,000	CUSIP # 89153VAC3 TOTAL CAPITAL INTL SA DTD 06/28/2012 1.55% 06/28/2017-2012 LAST PRICED: 08/31/2015	583,201.60	584,515.63	1	1,573.25
595,000	CUSIP # 89236TBD6 TOYOTA MOTOR CREDIT CORP DTD 03/05/2014 .75% 03/03/2017-2016 LAST PRICED: 08/31/2015	594,535.90	593,215.00	1	1,066.04
1,410,000	CUSIP # 91324PBX9 UNITEDHEALTH GROUP INC DTD 10/22/2012 .85% 10/15/2015 LAST PRICED: 08/31/2015	1,410,620.40	1,410,713.28	2	4,527.67
840,000	CUSIP # 94974BFG0 WELLS FARGO AND CO DTD 12/26/2012 1.5% 01/16/2018 LAST PRICED: 08/31/2015	837,354.00	837,186.80	1	1,575.00
		17,435,568.18	17,452,613.57	22	93,438.16
FOREIGN BONDS-NOTES & DEBENTURES					
540,000	CUSIP # 05567L7E1 BNP PARIBAS SA DTD 09/14/2012 2.375% 09/14/2017 LAST PRICED: 08/31/2015	546,453.00	549,925.72	1	5,949.38
1,585,000	CUSIP # 06366RJH9 BANK OF MONTREAL DTD 11/06/2012 .8% 11/06/2015 LAST PRICED: 08/31/2015	1,585,871.75	1,585,820.02	2	4,050.56
750,000	CUSIP # 064159EK8 BANK OF NOVA SCOTIA DTD 04/11/2014 1.25% 04/11/2017 LAST PRICED: 08/31/2015	747,982.50	749,407.50	1	3,645.83

STATEMENT OF ACCOUNT

Statement Period	08/01/2015 through 08/31/2015
Account Number	1044005146

Asset Detail As Of 08/31/2015

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
380,000	CUSIP # 73755LAG2 POTASH CORP-SASKATCHEWAN DTD 09/28/2009 3.75% 09/30/2015 LAST PRICED: 08/31/2015	380,737.20	381,498.12	0	5,977.08
495,000	CUSIP # 76720AAL0 RIO TINTO FIN USA PLC DTD 06/19/2013 1.375% 06/17/2016 LAST PRICED: 08/31/2015	496,079.10	495,283.28	1	1,399.06
750,000	CUSIP # 78008K5V1 ROYAL BANK OF CANADA DTD 04/19/2011 2.875% 04/19/2016 LAST PRICED: 08/31/2015	760,425.00	759,793.08	1	7,906.25
580,000	CUSIP # 78010UNX1 ROYAL BANK OF CANADA DTD 01/23/2014 1.2% 01/23/2017 LAST PRICED: 08/31/2015	580,968.60	579,472.20	1	734.67
		5,098,517.15	5,101,199.92	6	29,662.83
	TOTAL INVESTMENTS	78,515,408.96			
	CASH	0.00			
	DUE FROM BROKER	1,551,552.29			
	DUE TO BROKER	796,736.00			
	NET ASSETS	79,270,225.25			
	ACCRUED INCOME	261,671.59			
	TOTAL MARKET VALUE	79,531,896.84			

Lamar Institute of Technology
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 08/31/15	
				As of 05/31/15	As of 08/31/15	As of 08/31/15	Investment Income	Return
Short Term Funds								
Cash in Bank- Operating				\$ 2,665,556.65	\$ 1,874,656.77	\$ 1,874,656.77	\$ 626.64	0.02%
Cash in Treasury				\$ 1,720,150.50	\$ 61,536.30	\$ 61,536.30	\$ 580.54	0.88%
TexPool Series 0001	General Fund			\$ 3,843,478.11	\$ 3,844,099.11	\$ 3,844,099.11	\$ 621.00	0.02%
Cash in Bank- Payroll				\$ 12.94	\$ -	\$ -	\$ -	0.00%
Totals				\$ 8,229,198.20	\$ 5,780,292.18	\$ 5,780,292.18	\$ 1,828.18	0.03%
							6 Month T-Bill	0.01%

Lamar Institute of Technology investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Bonnie Albright

Name of Signee
Title

VP of Finance and Operations

10/6/15

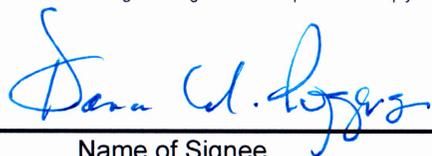


**ASSET STRATEGY
CONSULTANTS**

Lamar State College - Orange
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 08/31/15	
				As of 05/31/15	As of 08/31/15	As of 08/31/15	As of 08/31/15	Investment Income	Return		
Short Term Funds											
Cash in Bank- Depository				\$ 650,393.69	\$ 649,259.78	\$ 649,259.78	\$ 649,259.78	\$ 26.20	0.00%		
Cash in Treasury				\$ 1,614,093.64	\$ 824,882.27	\$ 824,882.27	\$ 824,882.27	\$ 1,269.44	0.15%		
TexPool Series 0001	General Funds			\$ 16,666,989.07	\$ 16,169,861.08	\$ 16,169,861.08	\$ 16,169,861.08	\$ 2,672.35	0.02%		
Cash in Bank- Payroll				\$ 551.34	\$ 378.86	\$ 378.86	\$ 378.86	\$ 0.44	0.00%		
Totals				\$ 18,932,027.74	\$ 17,644,381.99	\$ 17,644,381.99	\$ 17,644,381.99	\$ 3,968.43	0.02%	6 Month T-Bill	0.01%
Long Term Funds											
Appendix A											
Cash in Bank- Depository	Non-Operating			\$ 41,295.75	\$ 38,906.76	\$ 38,906.76	\$ 38,906.76	\$ -	0.00%		
TexPool Series 0003	TexPool Series Non-Oper			\$ 1,351,942.31	\$ 1,351,961.04	\$ 1,351,961.04	\$ 1,351,961.04	\$ 218.39	0.02%		
Totals				\$ 1,393,238.06	\$ 1,390,867.80	\$ 1,390,867.80	\$ 1,390,867.80	\$ 218.39	0.02%	6 Month T-Bill	0.01%

Lamar State College - Orange investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.


 Name of Signee

Vice President for Finance and Operations
 Title

October 6, 2015
 Date

Lamar State College - Port Arthur
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income Return	
Short Term Funds								
Cash in Bank**5508	PayRoll Account			\$ 1,072,559.45	\$ 939,647.57	\$ 939,647.57	\$ 282.23	0.03%
Cash in Bank**7246	Clearing Account			\$ 142,478.48	\$ 142,854.12	\$ 142,854.12	\$ 84.93	0.06%
Cash in Bank**7253	Clearing Account			\$ 499,202.86	\$ 434,544.65	\$ 434,544.65	\$ 218.39	0.16%
Cash in Bank**7287	Fin Aid Refd Disb			\$ 55,834.29	\$ 57,080.86	\$ 57,080.86	\$ 35.24	0.06%
Cash in Bank**7295	E&G State Sweep			\$ 308.88	\$ 315.19	\$ 315.19	\$ 6.31	2.04%
Cash in Treasury				\$ 1,582,534.48	\$ 1,236,340.10	\$ 1,236,340.10	\$ 1,706.56	0.10%
TexPool Series 0001	Cash Mgmt Acct			\$ 93,466.75	\$ 93,481.87	\$ 93,481.87	\$ 15.12	0.02%
TexPool Prime 0001	TexPool Prime			\$ 2,383,443.41	\$ 2,984,252.62	\$ 2,984,252.62	\$ 809.22	0.03%
Totals				\$ 5,829,828.60	\$ 5,888,516.98	\$ 5,888,516.98	\$ 3,158.00	0.06%
							6 Month T-Bill	0.01%
Long Term Funds								
Appendix A								
TexPool Series 0001	Cash Mgmt Acct			\$ 31,753.35	\$ 31,758.49	\$ 31,758.49	\$ 5.14	0.02%
TexPool Prime 0001	TexPool Prime			\$ 750,284.97	\$ 750,529.51	\$ 750,529.51	\$ 244.53	0.03%
Totals				\$ 782,038.32	\$ 782,288.00	\$ 782,288.00	\$ 249.67	0.03%
							6 Month T-Bill	0.01%

Lamar State College - Port Arthur investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Mary Westland
 Name of Signee
 Title

VP for Finance

October 9, 2015



Texas State University System Office
OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT
PERIODS ENDING 08/31/2015 (TRADE DATE FULL ACCRUAL BASIS)

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 05/31/15	Ending Market Value As of 08/31/15	Book Balance As of 08/31/15	Quarter Ending 08/31/15 Investment Income Return	
Short Term Funds								
Cash in Bank				\$ 26,229.82	\$ 51,059.12	\$ 51,059.12	\$ -	0.00%
Cash in Treasury				\$ -	\$ -	\$ -	\$ -	-
TexPool Series 0002	Designated Fund			\$ 6,389,755.81	\$ 5,795,170.04	\$ 5,795,170.04	\$ 950.77	0.02%
Totals				\$ 6,415,985.63	\$ 5,846,229.16	\$ 5,846,229.16	\$ 950.77	0.02%
							6 Month T-Bill	0.01%
Long Term Funds								
Appendix A								
Cash in Bank (Wells Fargo)				\$ 168.00	\$ -	\$ -	\$ -	0.00%
TexPool Series 0001	Interest & Sinking			\$ 2,723,360.09	\$ 2,706,641.33	\$ 2,706,641.33	\$ 438.24	0.02%
TexPool Series 0007	Capitalized Interest			\$ 4,025,119.45	\$ 4,025,769.67	\$ 4,025,769.67	\$ 650.22	0.02%
Totals				\$ 6,748,647.54	\$ 6,732,411.00	\$ 6,732,411.00	\$ 1,088.46	0.02%
							6 Month T-Bill	0.01%

Texas State University System Office investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.


 Vice Chancellor for Finance


 Associate Vice Chancellor for Finance

10.6.2015
 Date

**Texas State University System
Planning and Construction**

*Bill Scott, Chair
David Montagne
Donna Williams*

Action Items

- A. SHSU: Design Development Documents for Bernard G. Johnson Coliseum Renovation
- B. TXST: Design Development Documents for Library Repository
- C. TSUS: Revisions to Capital Improvements Program

Consent Items

- E. TSUS: CONSENT: Planning and Construction Report Nov 2015
- F. TSUS: CONSENT: Campus Condition Index Report FY2016

SHSU: Design Development Documents for Bernard G. Johnson Coliseum Renovation

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

The design development documents prepared by PBK Sports of Houston, Texas, for the Bernard G. Johnson Coliseum Renovation project at Sam Houston State University and the projected total project cost of \$12,344,977 be approved, to be funded by Texas State University System Revenue Bonds in the amount of \$11,000,000 and by Auxiliary funds in the amount of \$1,344,977.

Explanation

The Bernard G. Johnson Coliseum is the primary multi-use facility on the Huntsville campus of Sam Houston State University. The major uses of this facility include, but are not limited to, Men's and Women's basketball events, Women's Volleyball events, University graduations, multiple local high school graduations, concerts, entertainment events, job fairs and University special events. The facility has approximately 93,000 square feet of occupied space which includes the 6,100 seat performance area, various athletic and operation offices, training rooms, locker rooms, and ancillary facilities. The existing "Bearkat" lounge is being modified to access the seating bowl. The construction of the coliseum was completed in 1985 and no major renovations have occurred to the facility, except for certain ADA modifications in 2011.

Background Information. This project known as the *Bernard G. Johnson Coliseum Renovations* project was added to the Capital Improvements Program by the Board of Regents in February 2015. It is composed of enhancements which will benefit the Recreational Sports and Athletics Departments, by providing updated facilities which will attract a broader spectrum of events to the facility, improve recruiting capabilities for the men's and women's athletic teams and extend the useful life of the Coliseum.

Project Site: No modifications to the site or the facilities infrastructure are contemplated as a part of this project.

Scope of the Project. This project includes installation of a new HVAC system and related hydronic piping and pumps to replace original equipment installed in 1985, resurfacing of concourse floor, upgrading of existing guard and hand-rails throughout seating for code compliance, addressing of deteriorated east tunnel doors, replacing telescoping seating on the south side and adding telescoping seating on north side, and redesign of lower floor rooms to provide adequate locker rooms, training rooms, storage areas and support spaces. These renovations are being completed based on a thorough review of building codes based on current requirements and those in place at the time the facility was constructed to provide the most cost effective and functional approach to this existing facility.

Construction Manager-at-Risk. The construction manager-at-risk for the Project is White Construction of Houston, Texas.

Project Justification. As the University continues to grow it has identified the Bernard G. Johnson Coliseum renovations as a critical need to support the athletic, recreational sports and academic programs as well as meeting the local community needs for a large events center. These renovations will enhance the performance of the facility from an energy conservation

standpoint, provide more functional space for the men’s and women’s athletic programs and provide a safer environment for the University’s students, faculty, staff and visitors. Under the University’s Master Plan this facility is intended for continued use, and therefore these improvements are necessary in light of its high level of use.

Funding Source(s). The project will be funded from Texas State University System Revenue Bonds (\$11,000,000) and Auxiliary funds (\$1,344,977).

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion in the Board materials.

Operating and Maintenance Cost

The average annual energy usage for the Coliseum over the last three years has been \$61,104. With the completion of these improvements the projected cost will be approximately \$56,520 per year resulting in a net savings of approximately \$4,584 per year. There will also be a positive impact on the maintenance cost of the facility since the majority of the mechanical systems and a large portion of the plumbing fixtures will be new.

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):	\$10,200,214
[Any other items within the construction cost]:	construction contingency included
Total Estimated Construction Cost:	\$10,200,214
CM Pre-Construction Services	\$45,000
Architect /Engineer Fees:	\$814,231
Furnishings and Equipment:	\$317,301
Owner Contracted Services / Other Work:	included below
Owner Provided Services / Miscellaneous:	\$152,000
Project Contingency:	\$474,875
Project Management Administrative Fees:	\$341,356
Public Art	N/A (renovation)
Landscape Enhancement	N/A (no exterior work)
Estimated Total Project Cost (TPC):	\$12,344,977

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant and the Construction Manager at Risk.

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation (CCL) is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

CM Pre-Construction Services is the amount contractually agreed upon to compensate the Construction Manager-at-Risk for services rendered during the pre-construction phase of the Project.

Owner's Construction Contingency is the budgeted amount available to the Owner to assist in any subsequent capital costs that may arise after the project is bid. This amount represents 4% 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. As this project is an interior renovation, the landscape enhancement amount is not required.

Public Art is the one percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art. As this project is an interior renovation, the public art amount is not required.



**DESIGN DEVELOPMENT
PRESENTATION**

FOR THE

BERNARD G. JOHNSON COLISEUM RENOVATIONS

AT

SAM HOUSTON STATE UNIVERSITY

A member of The Texas State University System

**PRESENTED TO
THE TEXAS STATE UNIVERSITY SYSTEM
BOARD OF REGENTS**

NOVEMBER 2015

PBK Sports
11 Greenway Plaza
Suite 2200
Houston, TX 77046

**DESIGN DEVELOPMENT PRESENTATION FOR
BERNARD G. JOHNSON COLISEUM RENOVATIONS**

Sam Houston State University

The Texas State University System Board of Regents

Dr. Jaime R. Garza, Chairman	San Antonio
Rossanna Salazar, Vice Chairman	Austin
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The Texas State University System Administration

Brian McCall, Ph.D.	Chancellor
Peter Graves, J.D., LL.M.....	Vice Chancellor for Contract Administration
Rob Roy Parnell, AIA, RAS.....	Associate Vice Chancellor for Facilities

Sam Houston University Administration

Dana G. Hoyt, C.P.A., Ph.D.	President
Carlos Hernandez, Ed.D., C.P.A.,	Vice President for Finance and Operations
Keith Jenkins.....	Associate Vice President Recreational Sports
Bobby Williams.....	Director of Athletics
Doug Greening	Associate Vice President for Facilities Management
Denise Neu	Director, Facilities Planning, Design and Construction

DESIGN TEAM

Texas State University

Athletic Department

Greg Hinze, Associate Athletic Director

Recreational Sports

Ed Chatal, Associate Director, Facilities

Architect/Engineers

PBK

Trey Schneider, P.E., Principal, President PBK Sports

Michael Hessert, AIA, Director, PBK Sports

Juan López, Principal, PBK Sports

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11 Greenway Plaza, Suite 2200

Houston, Texas 77046

Office: 713-965-0608

Construction Manager at Risk

White Construction Company

Jim Snyder, Vice President

Ken Harrison, Senior VP of Estimating, LEED AP

Engineers/Consultants

Smith Seckman Reed - Mechanical, Electrical and Plumbing Engineers

Mike Rogers, P.E.

Dabhi Engineering -Mechanical, Electrical and Plumbing Engineers

Madarsinh Dabhi, P.E., Principal

Samir Dabhi, E.I.T.

Rogers Moore

Elaine Rogers, P.E., Principal

Bart Miller, P.E., Principal

Erin Kueht, P.E., Project Manager

Technology Design Group

John Miller, Designer

FP&C - Life Safety Code

Justin Burton

Access by Design - Accessibility

Kimberly Goss, President

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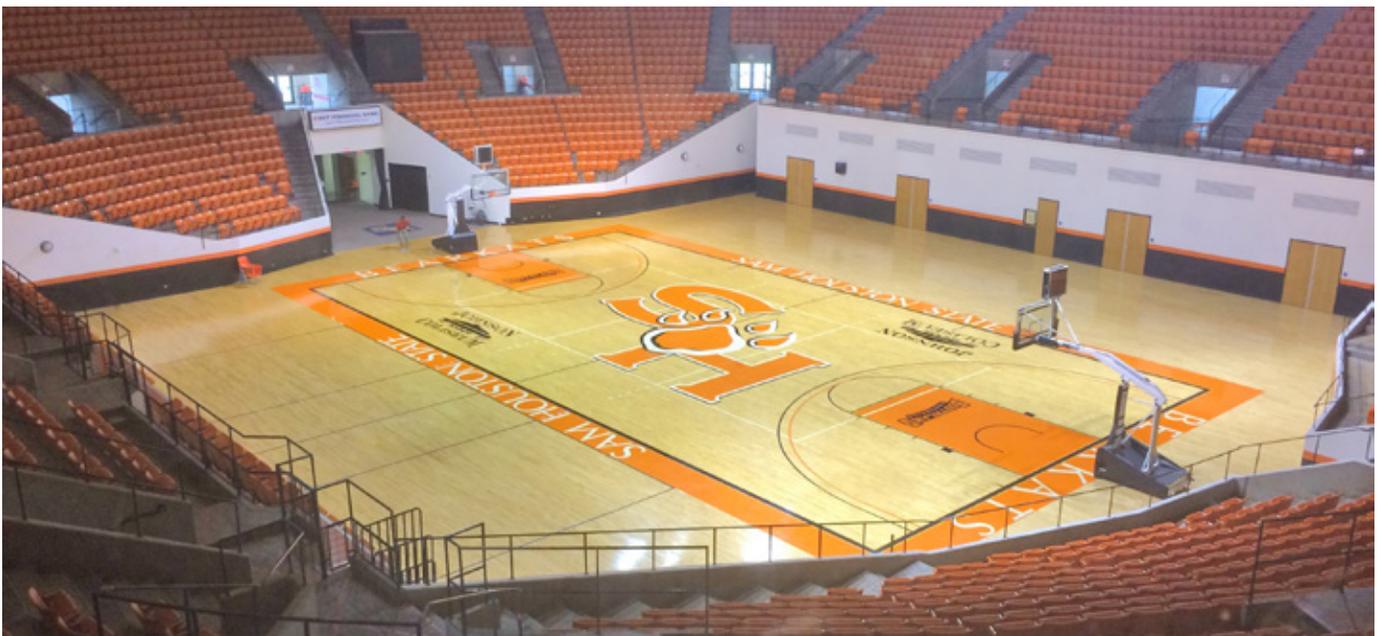
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Building History and Intent

The Bernard G. Johnson Coliseum is a concrete framed, precast concrete panel clad, and timber frame roofed structure with a seating occupancy of 6,100. The coliseum was completed in 1976 and is home to the Sam Houston State University Volleyball, as well as Men's and Women's Basketball teams. The Coliseum hosts a variety of recreational sports activities and university events including graduation, concerts, campus organization events, summer camps, and family shows. The Coliseum hosts approximately 80 events each year.

The purpose and intent of the project is to update the Coliseum's building systems and select occupant use areas, correct code deficiencies, and perform deferred maintenance.



Executive Summary

A comprehensive building assessment was performed by the design team, with the goals to 1) assess the condition of the Coliseum, 2) confirm the RFQ scope of work, and 3) identify opportunities for improvement. A thorough programming exercise was also undertaken to establish the parameters for the renovations. The assessment and programming efforts resulted in the scope of work that is described herein. Executive summaries are provided throughout this document that describe the work in broad terms. Detailed narratives that are the result of the assessment and program, which were used to establish the cost estimate, are also provided for reference.

The scope of work developed from the assessment, programming sessions, and subsequent meetings is as follows:

Architectural

1. Renovation of the Event Level locker rooms, training areas, meeting spaces, etc.,
2. Replacement of the existing east tunnel door,
3. Remove seating to open the Bearkat Lounge to the seating bowl,
4. Replace existing telescopic seating with new telescopic seating and add telescopic seating at the north side of the court, addition of a 1,050 SF storage area with access to the seating bowl from the retractable seats on the north side of the court,
5. Replace wood athletic flooring,
6. Replace guard railings,
7. Concourse floor resurfacing,

Mechanical

1. AHU replacement,
2. Hydronic Piping replacement,
3. Supply Air adjustment and replacement as necessary,
4. Fresh Air Ventilation AHU addition to match existing quantity of fresh air (SHSU to waive ASHRAE and Energy Code requirements for fresh air quantities meeting the code),
5. Existing pneumatic controls replacement with wireless DDC controls.

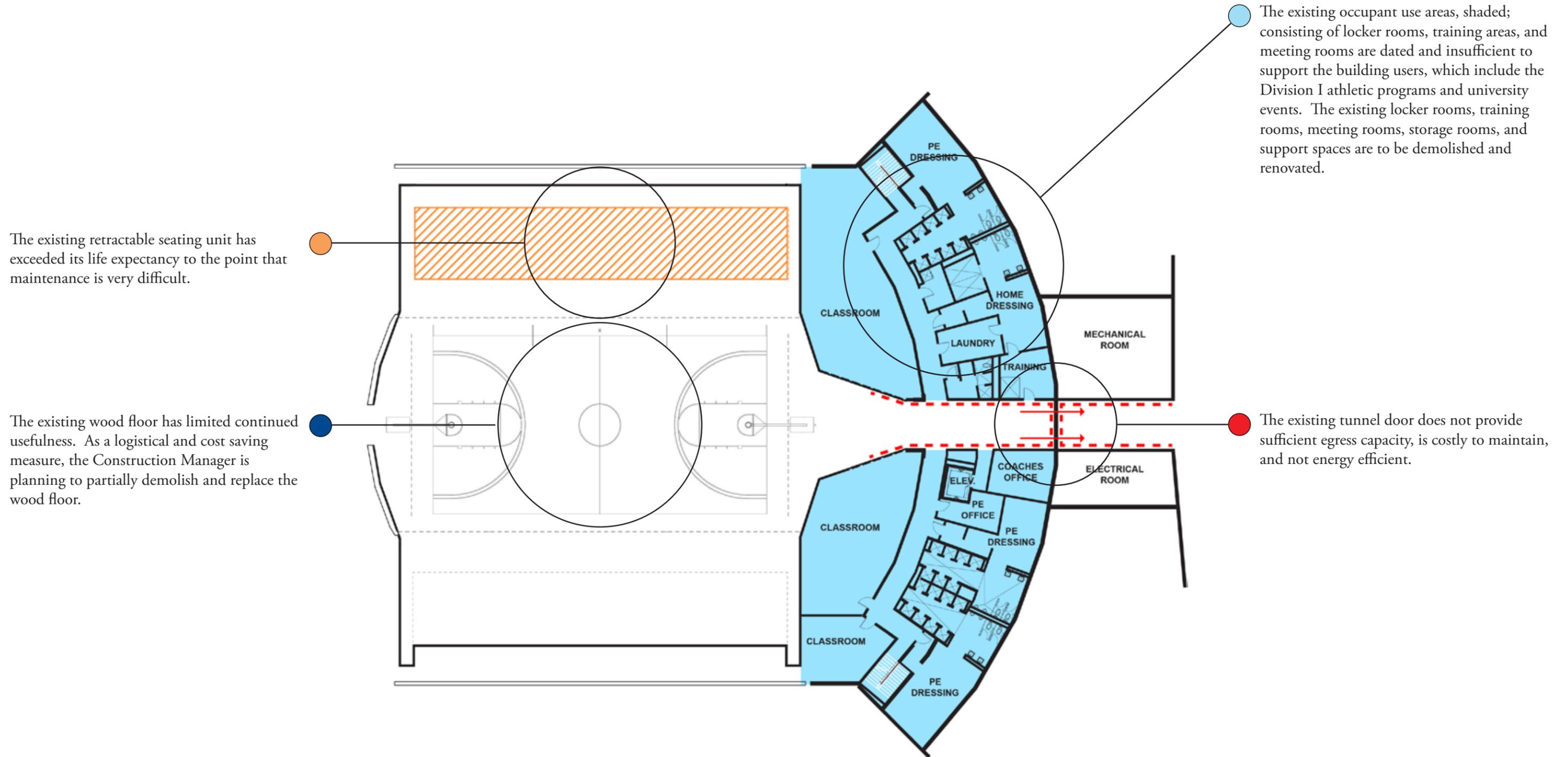
Audio/Visual System

1. Controls to allow additional functionality and control for various “scenes” and event configurations.

Where the scope of the project exceeds that of the issued RFQ (758-15-06039), the additional scope is due to

- 1) reasonably prudent best practices, such as replacement of original hydronic piping serving new air handlers,
- 2) synergistic modifications that benefit the University’s programs, such as opening the Bearkat Lounge, and
- 3) logistical considerations of the Construction Manager at Risk, such as replacing the wood flooring.

Event Level Floor Plan



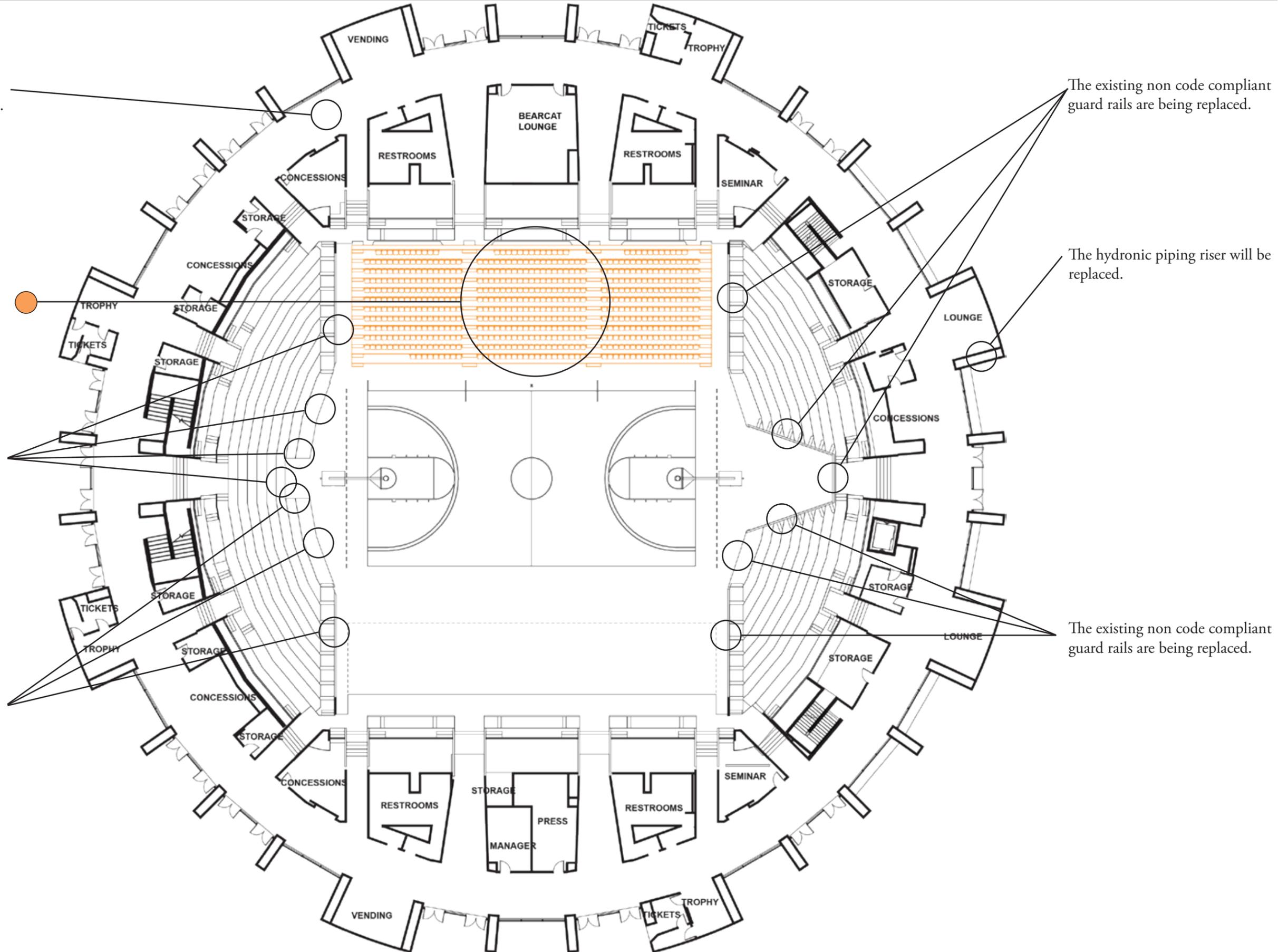
Concourse Level Floor Plan

The Concourse flooring is to be topped with an epoxy flooring system.

The existing retractable seating unit has exceeded its life expectancy to the point that maintenance is very difficult.

The existing non code compliant guard rails are being replaced.

The existing non code compliant guard rails are being replaced.



The existing non code compliant guard rails are being replaced.

The hydropneumatic piping riser will be replaced.

The existing non code compliant guard rails are being replaced.

Mechanical Mezzanine Floor Plan

The existing non code compliant guard rails are being replaced

Existing retractable seating unit is to be replaced.

The existing non code compliant guard rails are being replaced

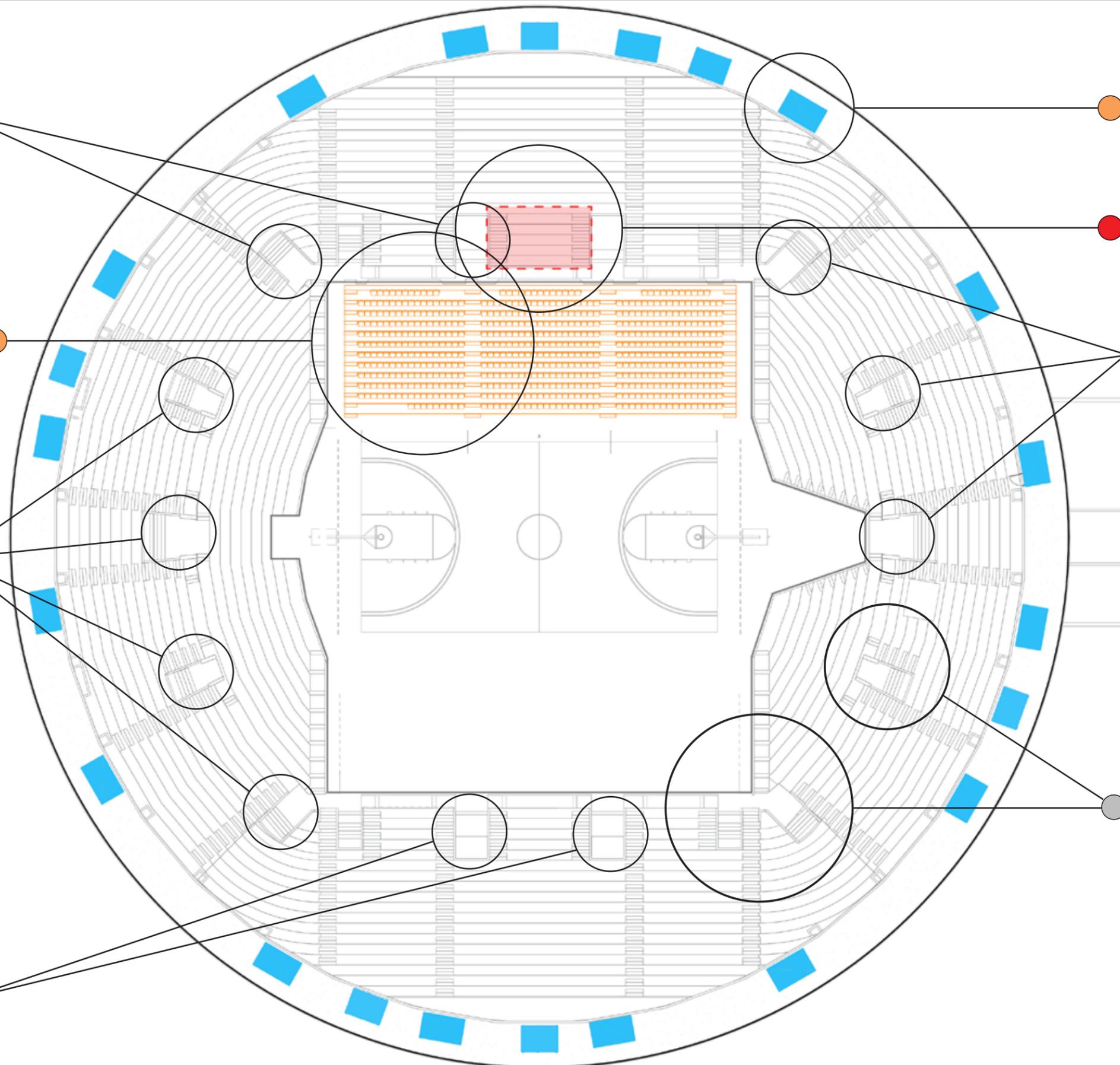
The existing non code compliant guard rails are being replaced

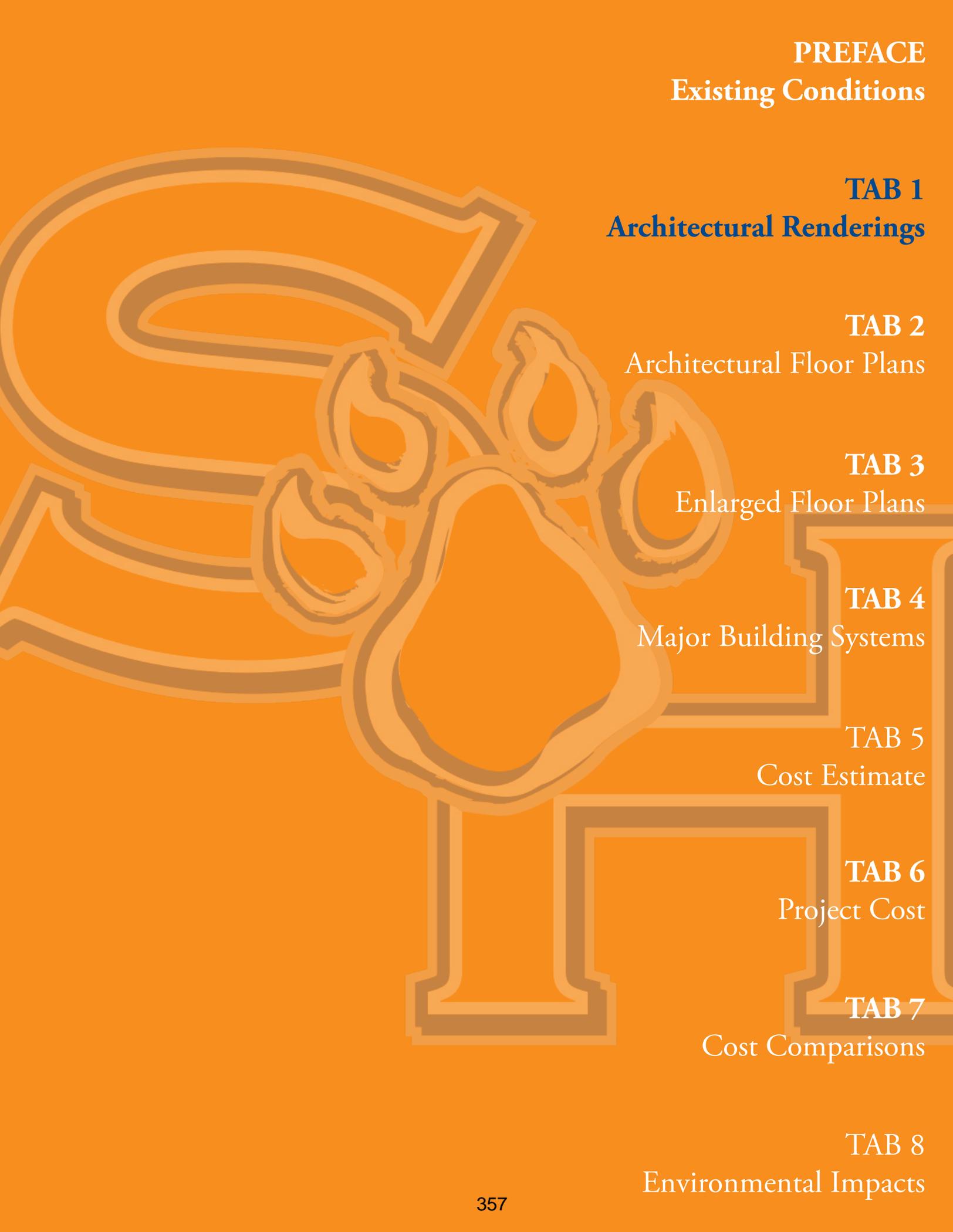
The existing air handlers, hydronic piping, and controls are to be replaced.

The seating in Section E is to be removed to expose the Bearkat Lounge to the seating bowl.

The existing non code compliant guard rails are being replaced

The existing non code compliant guard rails are being replaced





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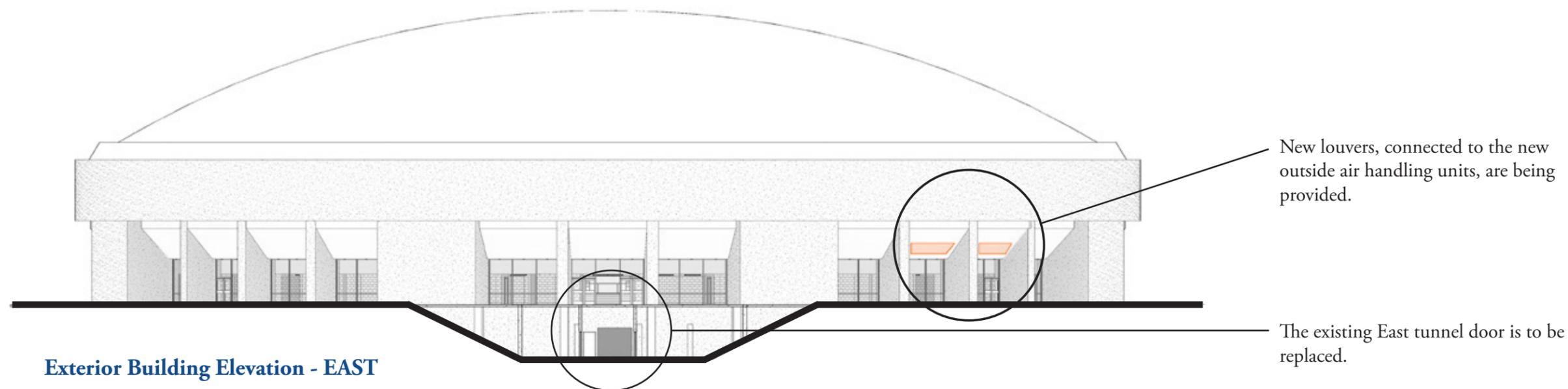
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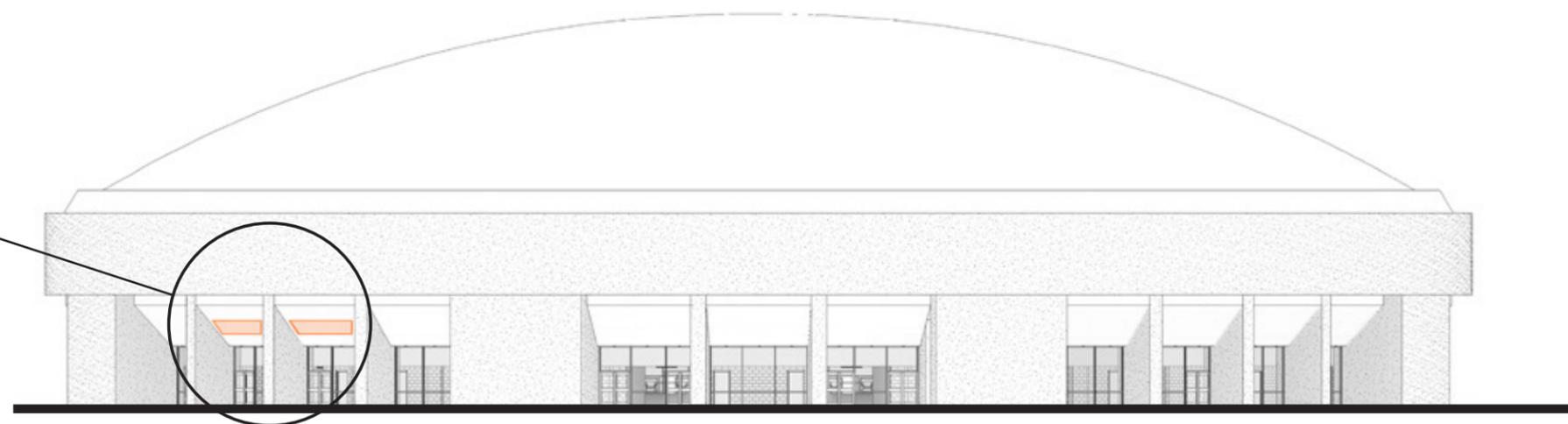
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Exterior Building Elevation



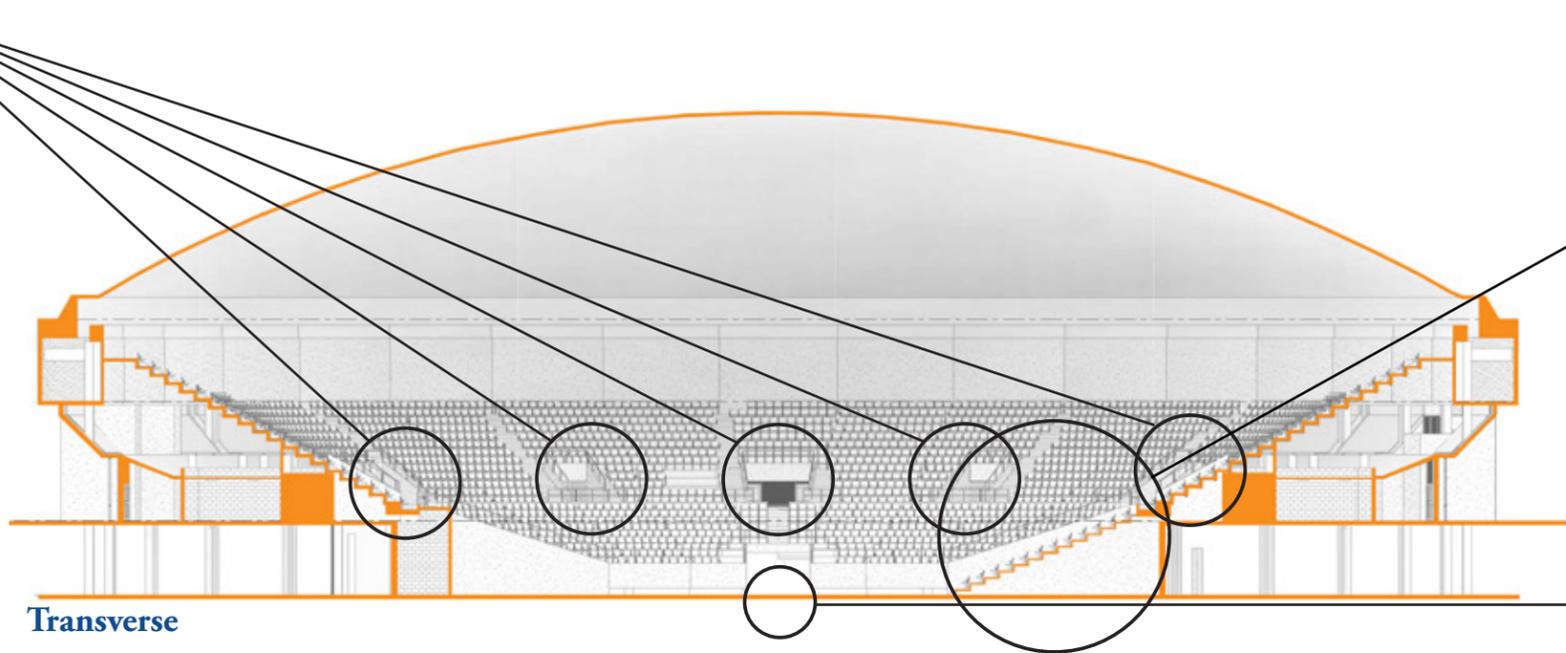
New louvers, connected to the new outside air handling units, are being provided.



Building Section Transverse and Longitudinal

Guard rails are being replaced with code compliant guard rails.

The retractable seating unit is being replaced with a new modern retractable seating unit.



Transverse

The existing wood athletic flooring is to be replaced at the playing surface.

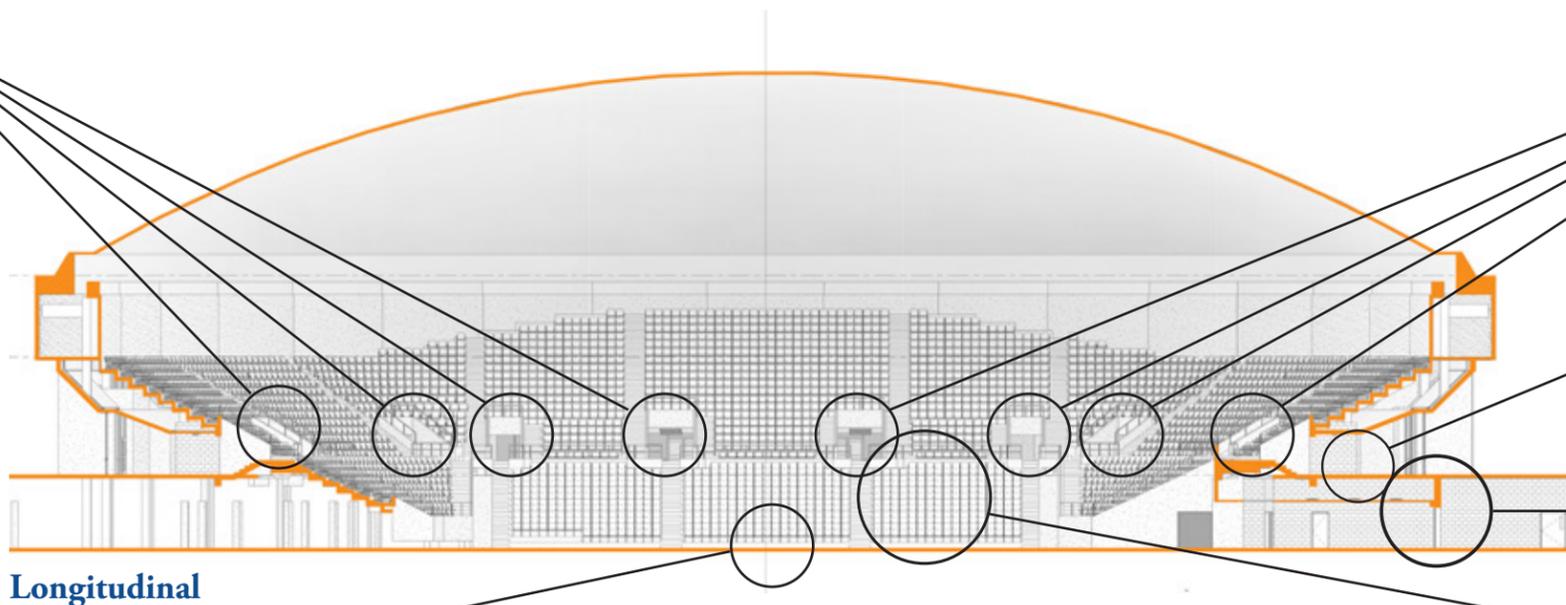
Guard rails are being replaced with code compliant guard rails.

Guard rails are being replaced with code compliant guard rails.

Concourse flooring is being topped with an epoxy terrazzo flooring system.

The east tunnel door is to be replaced.

The retractable seating unit is being replaced with a new modern retractable seating unit.



Longitudinal

The existing wood athletic flooring, is to be replaced at the playing surface.

Interior Vignette Tunnel Entry



A new insulated east tunnel door is provided to mitigate energy loss. The tunnel door is an upward acting door that is the full width and height of the existing opening with integral personnel doors.

The walls of the east tunnel are heavily branded with the Sam Houston State University brand as this area serves as the main circulation space for Sam Houston athletes, coaches, and staff.

The existing elevator hoist way and control closet will remain.

Interior Vignette Locker Room



Each of the Home Locker Rooms are heavily branded with the Sam Houston State University brand as well as the specific sport residing within each locker room. The achievements and heritage of each team are featured along with inspiring motivational pieces.

Each Home Locker Room contains twenty three inch wide custom wood lockers with general storage and secure storage.

Each Home Locker Room contains general and specialty lighting that enhances the environment and atmosphere.

Each Home Locker Room contains a flat screen monitor as well as an internal sound system for music, a coaching wall, and Wi-Fi.

Interior Vignette Grooming Station/ Hydration Station



Each of the Home Locker Rooms have a branded grooming station with a barber's chair, counter with electrical outlets, full width mirror, and makeup lighting.

Each of the Home Locker Rooms have a hydration station that provides storage of cold supplement drinks, millwork for storage, a counter top for the presentation of snacks such as fruit, power bars, etc. The counter top also has a sink for cleanup.

Interior Vignette Training Room



The Training Room has space for three taping tables and four treatment tables.

The Training Room has upper and lower cabinets for the storage of supplies, controlled substances, and records. A counter top with a sink is provided for hygiene and cleanup.

The Training Room is adjacent to the Hydrotherapy Room which contains a polar and thermal plunge pool.

Within the Training Room, the Trainer's Office, located has views into the Hydrotherapy and Training rooms.

Interior Vignette Retractable Seating



The existing retractable seating unit is replaced with a new retractable seating unit. In addition, a second retractable seating unit is added on the opposite side of the coliseum. The retractable seating units have minimum twenty one inch seats with cup holders. The chairs are upholstered to provide premium seating options.

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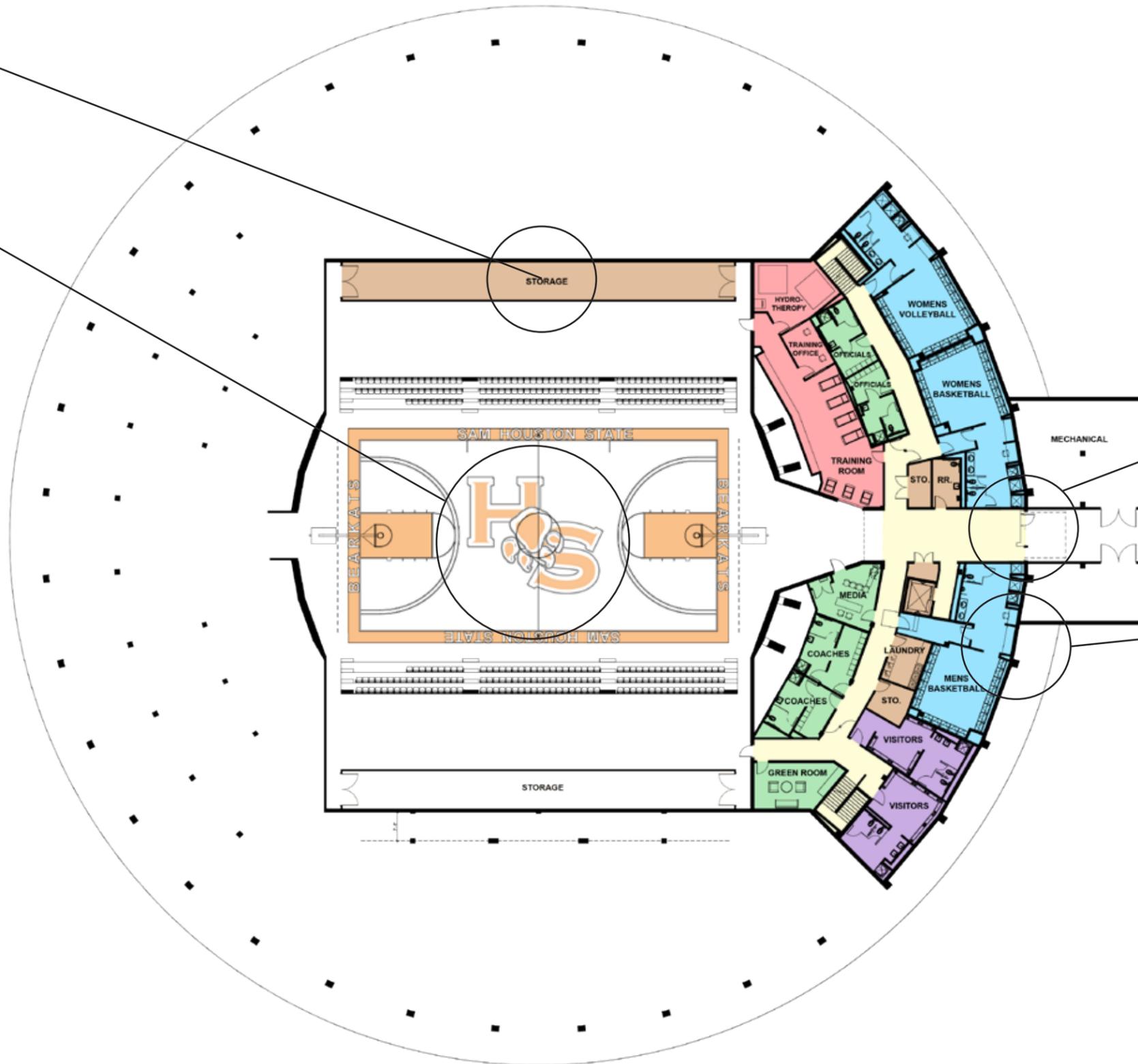
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Event Level Floor Plan

New Court side Storage Room with access to the competition area.

New wood athletic flooring at the competition area.



New occupant use areas include Home Team, Visiting Team, Coach's, and Official's locker rooms, Training Room with staff office and Hydrotherapy Room, Media Room, Green Room, Laundry, Storage, and Support Spaces.

New east tunnel upward acting insulated door with integral personnel door for egress.

Each of the home locker rooms includes a grooming station and hydration station to support athlete recruiting.

Mechanical Mezzanine Floor Plan

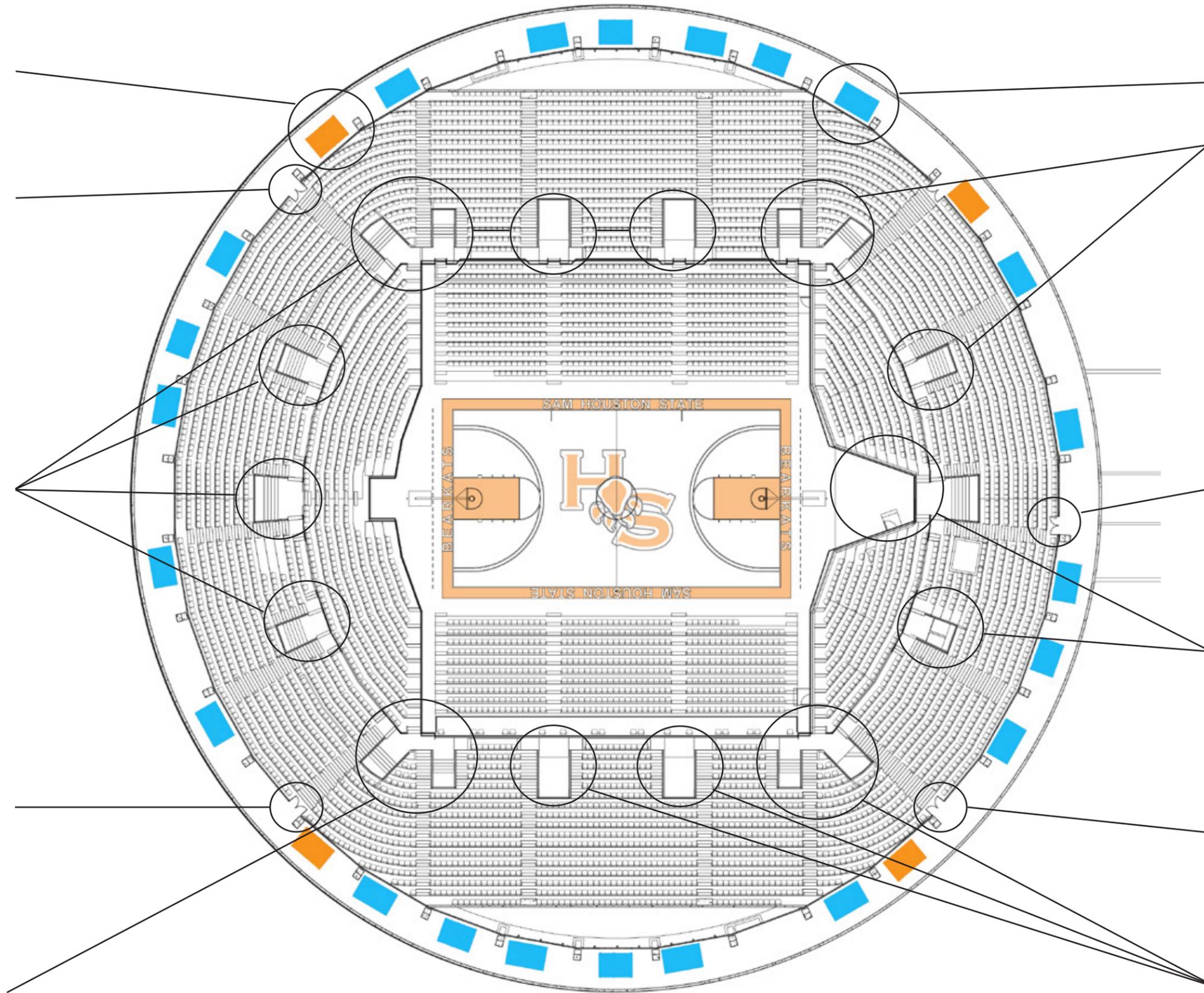
Provide new outside air units to precondition outside air for efficiency. (Orange)

Provide new and widened access to the mechanical room.

Replace guard rails with code compliant guard rails, typical.

Provide new and widened access to the mechanical room.

Replace guard rails with code compliant guard rails, typical.



Replace existing air handling units, Hydronic piping, valves, and controls.

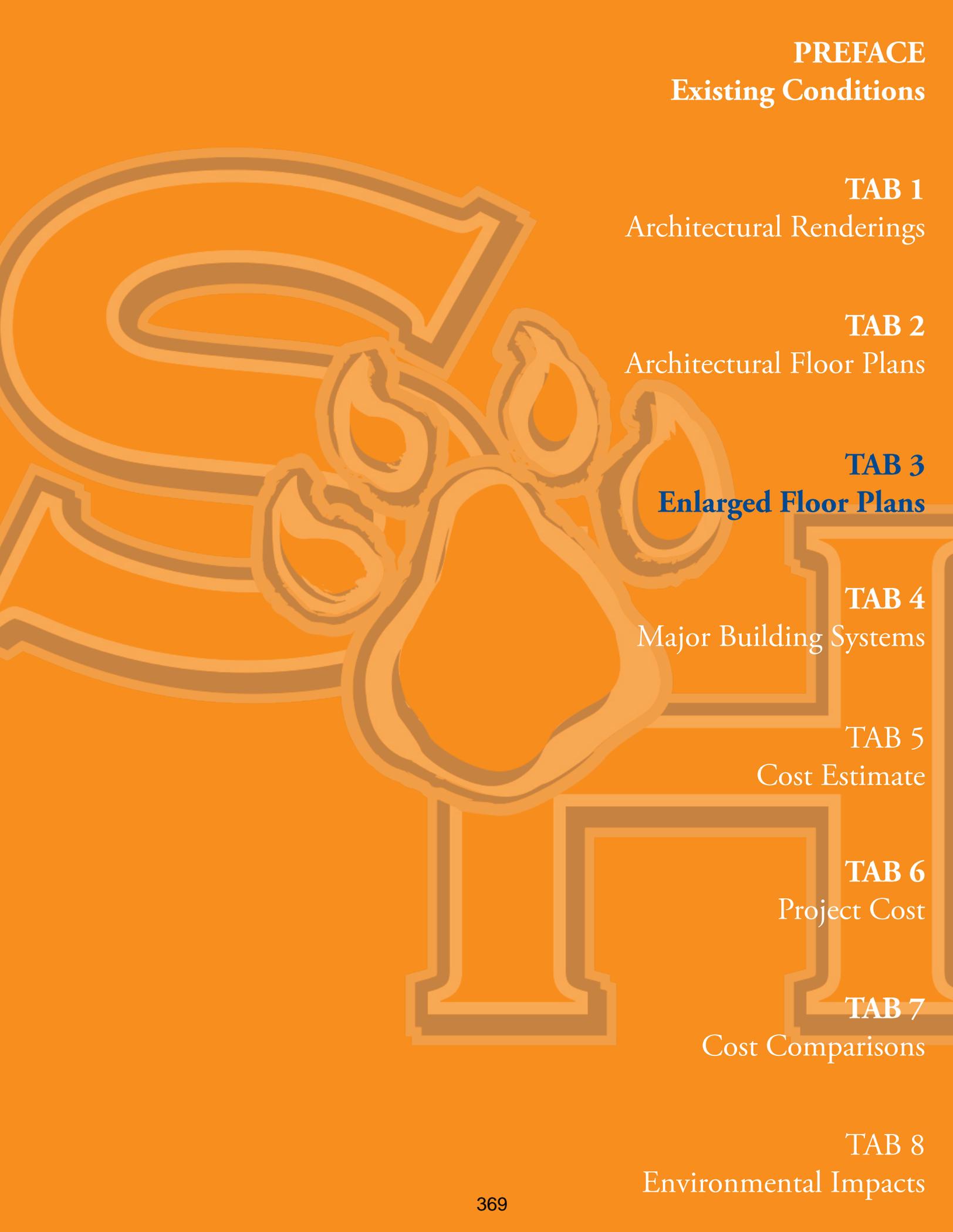
Replace guard rails with code compliant guard rails, typical.

Provide new and widened access to the mechanical room.

Replace guard rails with code compliant guard rails, typical.

Provide new and widened access to the mechanical room.

Replace guard rails with code compliant guard rails, typical.



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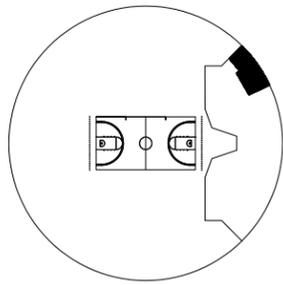
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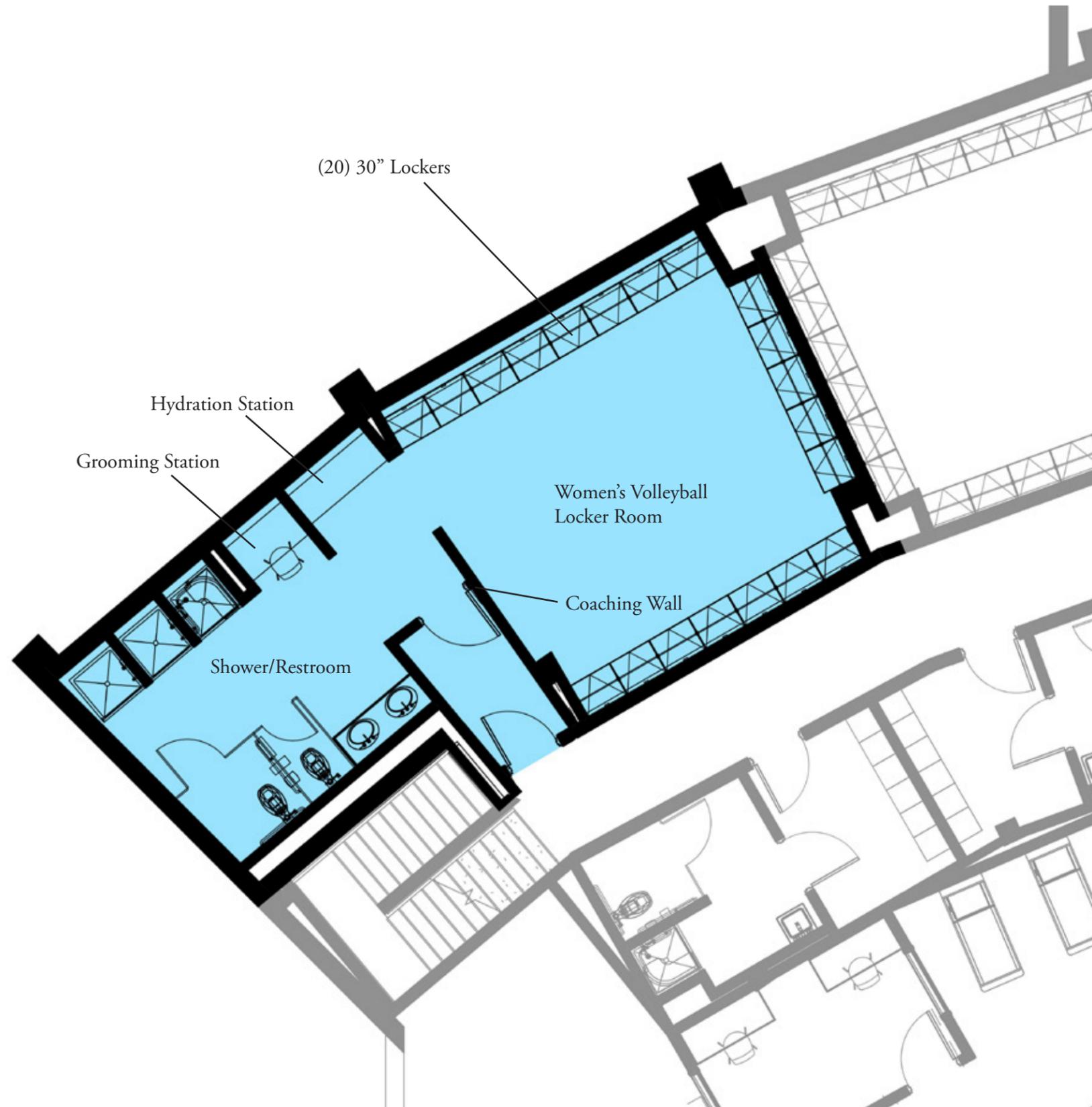
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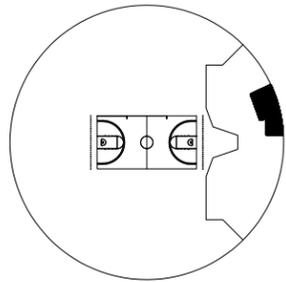
Women's Volleyball Locker Room



Key Plan



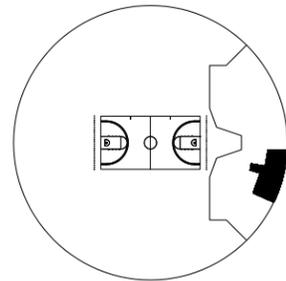
Women's Basketball Locker Room



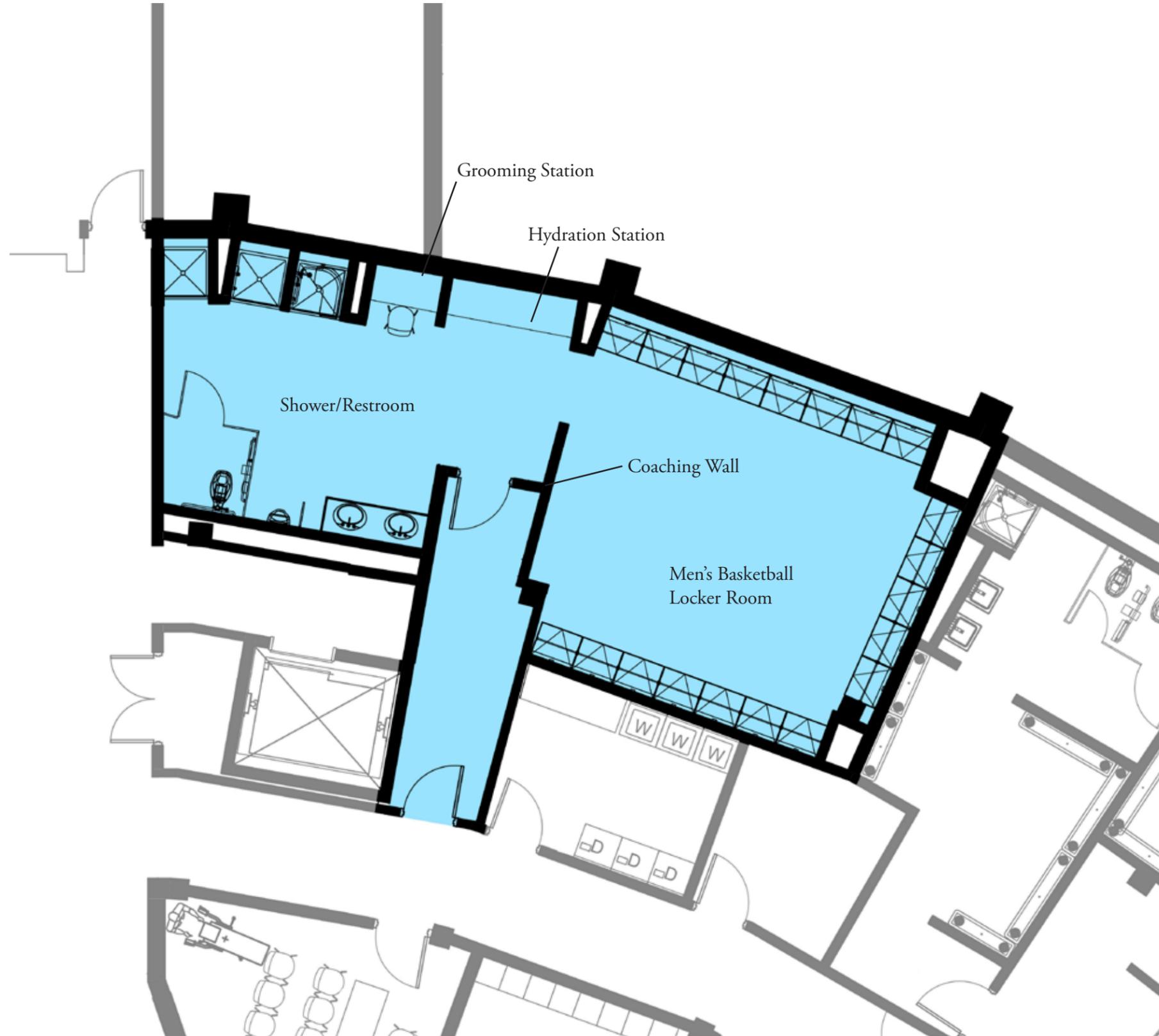
Key Plan



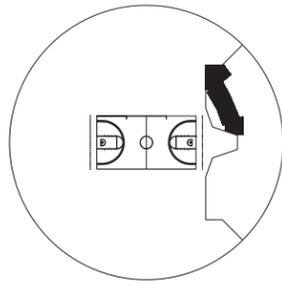
Men's Basketball Locker Room



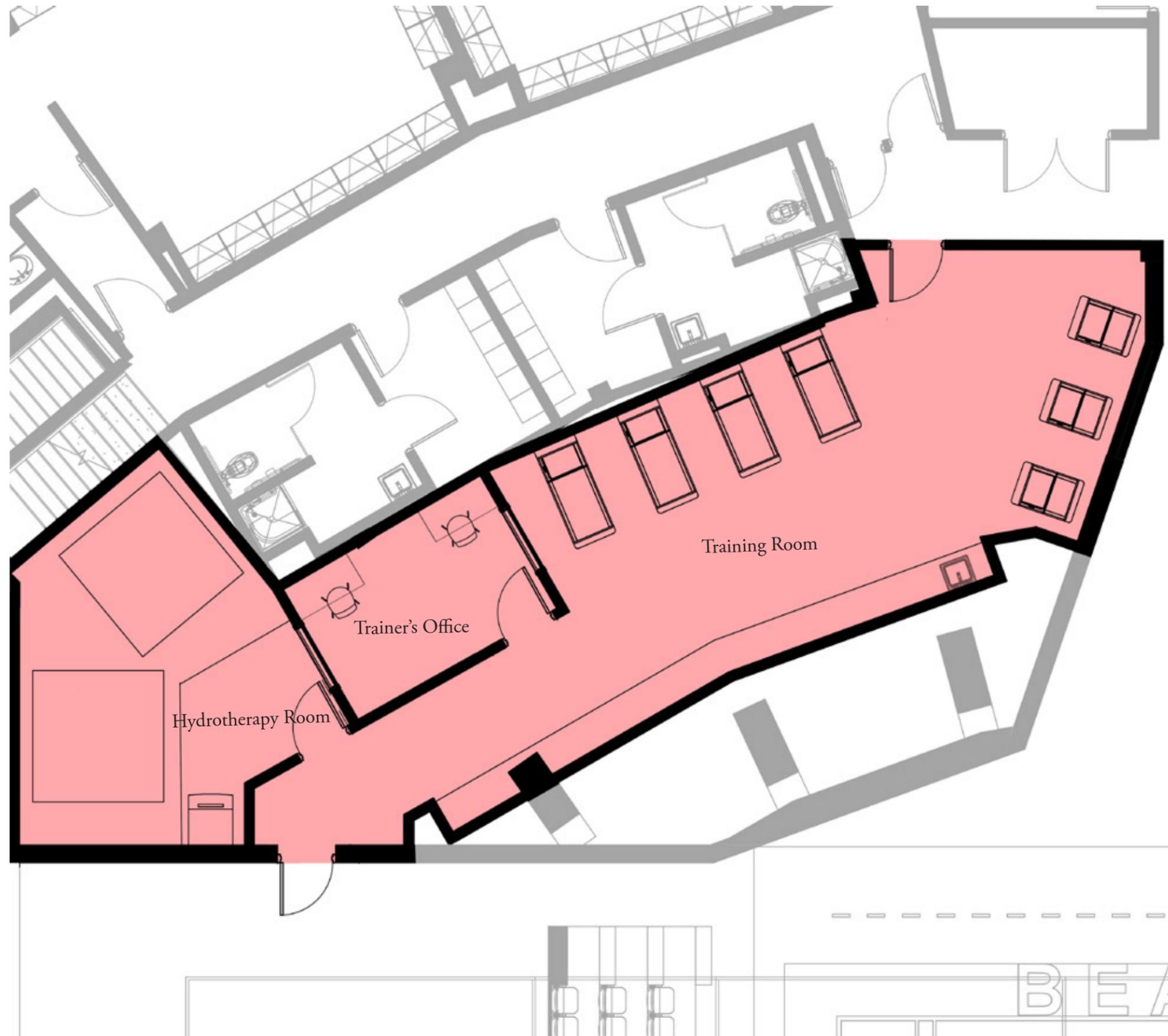
Key Plan



Training Room



Key Plan



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ARCHITECTURAL EXECUTIVE SUMMARY

The architectural work is confined to the Event Level, Concourse Level, and Seating Bowl. The Event Level contains the occupant use areas for the teams, coaches, officials, performers, media, and staff that utilize the building as well as their storage and support spaces. The Event Level is also the location of the east tunnel door and retractable seating, work to be performed. Those spaces that have an impact on the recruiting, performance, and success of the University's athletic program have been provided with upscale, but not extravagant amenities and finishes. This is done in order to keep pace with the ever escalating standard within collegiate athletics. The remaining spaces utilized by coaches, officials, and performers have been provided with standard finishes.

The Concourse Level contains the exposed aggregate concourse flooring. This flooring is being resurfaced with an epoxy terrazzo surface in order to improve the appearance of the public space in order to enhance the spectator experience.

The seating bowl contains the non code compliant guard railings. These railings are being replaced with new code compliant railings.

Additional work within the seating bowl is being performed at the request of the Construction Manager at Risk in order to expedite the construction schedule as well as to reduce the cost of the project. This work includes the addition of wider personnel doors into the Mechanical Mezzanine and replacement of a portion of the existing wood athletic floor.

NARRATIVE

The following items comprise the architectural scope for this project:

Occupant Use Areas - All architectural and finishes work associated with the renovation of the existing Event Level occupant use areas (locker rooms, training rooms, storage rooms, and offices). This includes new partitions, ceilings, finishes, millwork, fixed furnishings and equipment, graphics, signage, etc. This work includes coordination with work identified in other narratives for structural, mechanical, electrical, plumbing, low voltage, and audio / visual.

Tunnel Door - Replacement of the existing east tunnel door at the Event Level.

Bearkat Lounge - Removal of a portion of existing seating and precast in Section E to create a connection to the Bearkat Lounge at the Concourse. Removal of the wall that separates the Bearkat Lounge from the area noted herein in order to expand the Lounge. The previously concealed area is to receive a new slab, walls, operable storefront, and a wheelchair lift or ramp.

Retractable Seating - Replacement of the existing retractable seating unit and installation of a retractable seating unit on the opposite side of the basketball court, two (2) units total.

Athletic Flooring - Replacement of a portion of the existing wood floor, localized to the width of the playing surface and the entire length of the wood floor.

Railings - Replacement of all non code compliant guard rails within the seating bowl with compliant guard rails.

Concourse Flooring - Installation of a durable and cleanable traffic wearing surface at the exposed aggregate Concourse floor surface.

ARCHITECTURAL DEMOLITION

Hazardous materials such as asbestos and lead paint are present in the building. The Owner will identify, test, and abate these materials from areas of work. Contractor is to notify Architect/Owner of any remaining materials that are in question.

Occupant Use Areas - The existing occupant use areas, which are localized to the east side of the Event Level are to be demolished in their entirety, with the exception of the existing stairways, elevator enclosure and controls. The demolition such as mechanical, electrical, plumbing, low voltage, security, etc. are to be demolished as outlined in other narratives. Existing slabs are to be removed as required or in their entirety to provide for new construction such as underground plumbing.

The Owner wishes to have the Contractor salvage the upholstered seats and backs installed at the existing locker room lockers. These are being returned to the Owner.

Tunnel Door - Remove the existing east tunnel door and frame at the Event Level. Selective demolition of existing surrounding ceilings and soffits for installation of the new door.

Bearkat Lounge - Remove five (5) rows of precast seating in Section E, located between the existing vomitory at Sections D/E and E/F. The removed seats are being returned to the Owner as attic stock.

Retractable Seating - The existing retractable seating unit located at the north side of the basketball court is to be demolished.

Athletic Flooring – A portion of the existing wood athletic flooring is to be removed, specifically the width of the playing surface by the full length of the floor. The Owner may wish to salvage discrete portions of the floor for a fund raising campaign. Coordinate with the Owner.

The existing wood athletic flooring located within the perimeter of the proposed Courtside Storage Room is being removed.

Railings - The existing guard rails within the seating bowl are being removed. Where these rails are cast into or cored into existing concrete these attachments are being removed to a depth below the surface, allowing for a “patch” to be applied filling the annular space that remains after the removal of the rails.

Concourse Flooring – Selective demolition consisting of preparatory grinding, leveling, and abrading of the surface for the purpose of flooring adhesion and establishing finished floor elevation at threshold transitions is required. Additional preparatory work may be required at exposed aggregate steps to ensure final riser height meet code requirements.

Selective Demolition - Selective demolition required to install new work is being repaired or patched to a “like new” condition.

RENOVATION

Home Locker Rooms – New home locker rooms are being provided for Men’s Basketball, Women’s Basketball, and Women’s Volleyball.

ARCHITECTURAL RENOVATION - continued

The locker rooms include full height STC rated perimeter partitions, ceilings, millwork, finishes, graphics, signage, restroom and shower wet areas, and equipment, as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

Each Home Locker Room contains lockers for the respective team in an inspirational themed area. The locker room will also contain an area for coaching with video and marker board.

Each locker room has a separate wet area that provides restroom and shower facilities for the team. A separate grooming station is also being provided.

The finishes within the Home Locker Rooms are being upgraded and include, carpet, specialty lighting, thematic graphics and ceiling treatments, quartz stone, large format ceramic tiles, and back painted glass.

Coaches Locker Rooms – New separate Coach's Locker Rooms are being provided for both male and female coaches. The locker rooms include full height STC rated perimeter partitions, ceilings, lockers, finishes, and equipment, as well as building systems for electrical, ventilation, conditioning, communication, and security as outlined in other narratives.

The finishes within the Coach's Locker Rooms include carpet, painted gypsum board walls, wood lockers, and acoustical ceiling tile.

Each of the coach's locker rooms has direct access to a restroom / shower area. The restroom includes full height STC rated perimeter partitions, ceilings, plumbing fixtures, and accessories.

The finishes within the Coach's Restroom includes ceramic tile floors, ceramic tile walls, and painted gypsum board ceilings.

Visitor's Locker Rooms – New Visitor's Locker Rooms are being provided for two (2) teams. The locker rooms include full height STC rated perimeter partitions, ceilings, millwork, finishes, and restroom and shower wet areas, as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

Each Visitor's Locker Room contains fixed benches with shelves and coat hooks for members of the visiting team.

Each locker room has a separate wet area that provides restroom and shower facilities for the team.

The finishes within the Visitor's Locker Rooms are durable and minimalistic, and include carpet, epoxy flooring in wet areas, painted gypsum board, acoustic ceiling tile, and ceramic tile in wet areas.

Official's Locker Rooms – New Official's Locker Rooms are being provided for both male and female crews. The locker rooms include full height STC rated perimeter partitions, ceilings, millwork, and finishes, as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

Each Official's Locker Room contains lockers with a fixed bench.

ARCHITECTURAL RENOVATION- continued

The finishes within the Official's Locker Room are durable and minimalistic, and will include epoxy flooring, painted gypsum board, acoustic ceiling tile, and ceramic tile at wet walls.

Each of the official's locker rooms has direct access to a restroom / shower area. The restroom includes full height STC rated perimeter partitions, ceilings, plumbing fixtures, and accessories.

The finishes within the Official's Restroom includes ceramic tile floors, ceramic tile walls, and painted gypsum board ceilings.

Training Room – A New Training Room is being provided for use by the home teams. The Training Room includes full height STC rated perimeter partitions, ceilings, millwork, and finishes, as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

The Training Room contains millwork for the storage of supplies and lockable storage for the storage of medicines and controlled substances.

The finishes within the Training Room includes carpet, painted gypsum board, acoustic ceiling tile, and millwork with solid surface counter tops.

The Training Room contains a separate Hydrotherapy Room that contains a polar and thermal plunge pool. The plunge pools are package units with remote mechanical rooms. The plunge pools sit partially submerged below the existing slab elevation. The finished elevation of the pool decks coincide with seat height. An ice machine is being provided within the Hydrotherapy room.

The finishes within the Hydrotherapy Room include epoxy flooring, large format ceramic tile, painted moisture resistant gypsum board ceilings.

A Trainer's Office has visual control over the Training Room and the Hydrotherapy Room. The Trainer's office includes perimeter gypsum board partitions to a height six inches (6") above the ceiling, ceilings, and windows, and finishes, as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

The finishes within the Trainer's Office include carpet, paint, and acoustic ceiling tile.

Laundry Room – A new Laundry Room with heavy duty residential grade washer and electric dryers. The Laundry Room includes full height STC rated perimeter partitions as well as building systems for electrical, plumbing, ventilation, conditioning, communication, and security as outlined in other narratives.

The finishes within the Laundry room include sealed concrete, fiberglass reinforced plastic panels, and an open ceiling.

Courtside Storage Room – A new Courtside Storage Room is being provided along the retaining wall located at the north side of the competition floor. The storage room is accessible from the competition floor via a pair of hollow metal doors at each end of the room. The door leaves are sized to create a minimum eight foot (8'-0") clear opening. The storage rooms are ventilated as a part of the bowl mechanical system return air path.

The finishes within the Courtside Storage Room include sealed concrete, painted gypsum board, and an open ceiling.

ARCHITECTURAL RENOVATION- continued

Green Room – A new multi-purpose green room / meeting room for Sam Houston State University sports teams, traveling production companies, performers, etc. The Green Room includes full height STC rated perimeter partitions, ceilings, and finishes, as well as building systems for electrical, ventilation, conditioning, communication, and security as outlined in other narratives.

The finishes within the Green Room include carpet, painted gypsum board, and an acoustical tile ceiling.

Media Room – A new multi-purpose meeting room for the media, traveling production companies, performers, the building operator, etc. The Media Room includes full height perimeter partitions, ceilings, and finishes, as well as building systems for electrical, ventilation, conditioning, communication, and security as outlined in other narratives.

The finishes within the Media Room include epoxy flooring, painted gypsum board, and an acoustical tile ceiling.

Unisex Restroom – A new restroom facility for media, courtside spectators, etc. The Unisex Restroom includes full height perimeter partitions, ceiling, and finishes, as well as building systems for electrical, plumbing, ventilation, and conditioning as outlined in other narratives.

The finishes within the Unisex Restroom include epoxy flooring, painted gypsum board, and an acoustical tile ceiling.

East Tunnel – The east tunnel is receiving a new ceiling, flooring, painted walls, and graphics. The existing concrete walls at the courtside opening of the tunnel, that access the current storage rooms, have a coiling overhead door opening that is being in-filled with light gauge metal framing, impact resistant gypsum wall board, and receive a plaster/dryvit finish to resemble the surrounding concrete texture. The walls are being covered with a vinyl super-graphic.

Tunnel Door - The existing Event Floor east tunnel door is being replaced with a hinged, single articulation, vertically acting, hydraulic door. The door is insulated with a metal skin both inside and out. The door has weather seals at all edges. The door has integral walk or personnel door(s) for egress.

The door includes the following safety devices: 1) CCTV camera to monitor door exterior, 2) visual warning signal while door is in motion, 3) motion detector to stop door operation when obstructed, and 4) a hand pump for manual operation.

Bearkat Lounge – The Bearkat Lounge has access to the seating bowl at Section E, where the precast seating was removed as a part of the demolition scope. The area between the seating bowl and the existing floor slab is receiving a new concrete floor slab. The existing gypsum board wall construction is being extended and terminated at a transition to the existing concrete vomitory wall. The existing ceiling system is being extended and terminated into a gypsum board header. A wheelchair ramp or wheelchair lift to transition the approximate twenty six inch (26”) vertical rise from Lounge elevation to seating bowl elevation is provided. A new guardrail is being added to the existing sixth (6th) row of seats in section E. The guardrail matches the guardrail design described later in this narrative.

To the degree that existing finishes can be salvaged and matched they are being continued into the expanded area. If this is not possible new finishes are being provided. The existing lounge is separated from the seating bowl by a horizontal stacking operable storefront system with integral personnel door similar to Nanawall SL45.

ARCHITECTURAL RENOVATION- continued

Retractable Seating - Install new power operated retractable seating units at each side of the basketball court. Each seating unit is comprised of three (3) sections of seats containing eight (8) rows of seats. The seats are fully upholstered with a minimum width of twenty-one inches (21") at the center section and nineteen inches (19") at the outside sections and have a cup holder at each standard. Each section contains approximately 368 seats.

The seating sections are separated by aisles of four feet (4'-0"). Removable guardrails that match the design of guardrails to be installed throughout the seating bowl are being provided. Storage carts are being provided that hold the handrails and guardrails.

The retractable seating unit decking consists of marine-grade plywood covered with sheet vinyl or similar continuous synthetic wearing surface.

Portable, aluminum, egress stairs with guardrails are being provided, equal in width to each of the retractable seating unit aisles, which allow egress from the lowest row of the retractable seating unit to the Event Level.

Athletic Flooring- A new competition maple wood strip athletic flooring system consisting of, Grade 2 or better maple flooring, wood subflooring, and vapor retarder is being provided. The new flooring system is compatible with the remaining existing wood flooring system. The floor is to be sanded, so as to be flush with the remaining existing flooring system, graphics and game lines applied for NCAA basketball and volleyball, and sealed.

Guard Rails - are required by the building code. Guard rails are required where a change in vertical elevation exceeding thirty inches (30") occurs. Guard rails also prevent the passage of objects greater than four inches (4") through the railing and objects greater than six inches (6") between the railing and the profile of steps below.

Fascia Guards at the front of seating sections have verticals constructed of two inch by half inch (2"x1/2") flat bar stock. Verticals have a maximum spacing of four feet (4'-0") on center. Where verticals form the ends of sections of railing, the vertical is a two inch by one inch (2"x1") flat bar stock.

Guards have a top bar of two inch by half inch (2"x1/2") flat bar stock that is attached to the top of the verticals. The top of the guard rail has an angled top bar of flat bar stock two inch by one half inch (2"x1/2"). The top bar is attached to the top of the verticals and set at an angle that corresponds to the predominant sightline angle for the surrounding seating. Where seating is not directly behind a guard rail, the top bar is "flat". Guards that occur at the end or termination of an aisle are forty-two inches (42") in height above the adjacent surface. Guards that occur in front of seating are thirty inches (30") in height above the adjacent surface.

The guard has a bottom horizontal rail of two inch by one half inch (2"x1/2") flat bar stock that is attached to the sides of the vertical. The bottom bar is oriented with the 2" width being horizontal.

The interior of the guard rail is infilled with 3/16" diameter stainless steel cable with turnbuckles and threaded end fasteners. The cables are spaced vertically, centered in the opening, four inches (4") on center with no greater than a four inch (4") gap at the top and bottom. The cables are attached to holes drilled in the end verticals and run through holes in the intermediate verticals.

ARCHITECTURAL RENOVATION- continued

Hand Rails - are required by the building code. Hand rails are required at stairs as well as bowl seating aisles. Existing vomitory stairs have hand rails installed. The bowl aisles that access the seats do not have intermediate hand rails. Hand rails are being provided at the existing bowl aisle steps where adjacent to guard rails.

Guard Rails - mounted hand rails are continuous two inch by half-inch (2"x1/2") flat bar stock. The hand rail is attached to guard railing. The hand rail is attached with a steel support bracket. The bracket is cut from half inch (1/2") thick plate. The bracket is attached to wall construction with mechanical or chemical anchors and to guard rails by welding. The hand rail is attached two feet ten inches (2'-10") above the nosing of each riser. All components of the rail will be continuously welded with burs and sharp edges ground smooth. The entire rail is primed and painted.

Concourse Flooring - The existing exposed aggregate concourse floor is topped with an epoxy terrazzo flooring system. The epoxy terrazzo flooring system consists of 1) a two-part epoxy moisture barrier, 2) an epoxy primer, 3) a two-part epoxy resin "filler" to level the aggregate, and 4) an epoxy terrazzo. The epoxy terrazzo consists of a two field color design using marble aggregate and metal dividers. There is no accent banding, integral logos, or other "fine" detail work.

The epoxy resin flooring system is also being applied to the exposed aggregate vomitory ramps and stairs. Stairs are to receive precast terrazzo treads.

Compliance with the requirements of the ADA and TAS regarding changes in elevation along accessible routes is required. Changes in elevation up to one-fourth inch (1/4") are acceptable. Changes in elevation between one-fourth inch and one-half inch (1/4"-1/2") require a beveled transition for heights above one-quarter inch (1/4"). Changes in elevation greater than one-half inch (1/2") are not acceptable.

STRUCTURAL EXECUTIVE SUMMARY

The renovation of the SHSU Bernard G. Johnston Coliseum locker rooms, MEP upgrades, new club addition, and new rail additions are require structural modifications to the existing structure.

The new locker room renovation includes slab on grade replacement for new plumbing and trenching, cutting new openings in the existing concrete wall for more direct court access, and structural modifications required for the new hydrotherapy pools. Seating bowl modifications require removing the existing precast seating and adding additional slab on grade to create a new club area near center court. The attachment of the new bowl railing require structural review.

The structural scope for the MEP upgrade includes partially demolishing an existing precast column wrap for access to replace CH/HW risers and patching any existing holes in the precast slab after the lines are replaced. New MEP equipment requires concrete pads or steel channel frames, and load checks of existing structure.

NARRATIVE

The following items compromise the structural scope for this project.

- Trench and replace existing slab on grade for locker room renovation
- Structural modifications due to MEP renovation
- Cut new opening in existing concrete walls at training room and corridor
- Addition of hydrotherapy pools
- Remove existing precast seating and replace with slab on grade to create new club space

DEMOLITION

EVENT LEVEL

Demolish existing slab on grade as need for new pipe tranches in area of locker room renovation.

Demolish two new openings in existing 12” thick concrete wall for new exit through training room and corridor. New vertical HSS posts are to be installed adjacent to the opening spanning from the ground to a horizontal HSS spanning between existing concrete pilasters. Assume 0.75 tons of steel.

Demolish existing slab on grade within extents of new hydrotherapy pools. Consult with geotechnical engineer for demolition extents to provide stable slope for excavation.

CONCOURSE LEVEL

Remove existing precast seating at new club space.

Demolish existing 5 ½” thick precast column wrap as needed to access existing CW/HW risers in the building, maximum 6” from existing concrete column.

RENOVATION

EVENT LEVEL

Patch back trenched concrete slab to match existing 5” thick concrete slab on grade. Dowel new slab into existing at edges with #3 dowels @ 24”.

STRUCTURAL RENOVATION- continued

New hydrotherapy pools: Provide a new 2'-0" deep depression, coordinate with pool manufacturer, in the existing slab on grade in two locations. Pit slab is 12" thick with 200 pcy reinforcing. Pit walls are 8" thick with 200 pcy reinforcing. Replace slab on grade within extents of over excavation with 5" slab on grade with #3@12", doweled into existing slab. Consult with geotechnical engineer for excavation proximity to existing walls.

New 6" thick cast-in-place concrete equipment pads are provided for three new air handling units, two new chilled water pumps and two new hot water pumps that are installed in the event level mechanical rooms.

CONCOURSE LEVEL

Provide new angle attachment of remaining existing precast wrap to existing concrete column with expansion anchors at 4'-0" on center. Assume (2) L6x4x1/4 with (4) 1/2" expansion anchors at each connection.

Provide a new 5" thick slab on grade with #3@12", dowel into existing slab.

MECHANICAL MEZZANINE LEVEL

Chilled and hot water lines in the event level mechanical room are removed, including the vertical risers going up to the mechanical mezzanine level. Existing pipe penetrations in the mezzanine floor are patched using normal weight concrete to match the thickness of the existing precast slab.

The existing mezzanine floor located above the event floor mechanical room has been analyzed for support of new 8" diameter chilled water supply and return lines and new 6" diameter heating hot water supply and return lines.

Miscellaneous structural modifications are required to accommodate the twenty two new air handling units and three new outside air units that are installed in the mechanical mezzanine. Structural scope of work includes new steel channel frames to support each unit, details for cutting new openings in the existing roof, details for cutting new openings in the wall (for ductwork and louvers) and analysis of roof for support of new Hydronic chilled and hot water piping.

MECHANICAL EXECUTIVE SUMMARY

The entire mechanical system for the Coliseum is original to the building and is therefore 40 years old. Most all of the HVAC equipment is past or near the end of its expected useful life. Therefore, the mechanical systems renovation scope consists of building wide replacement of air handling units (AHUs), Hydronic pumps & piping, and the building HVAC control system as well as new air distribution and exhaust systems to serve the renovated event floor area.

In particular, all 23 existing AHUs located in the Coliseum are being removed and replaced with 29 new AHUs. This includes 3 new AHUs to serve the event floor areas. The first AHU serves conditioned, 100% outside air to the locker areas and restrooms, another is going to condition and serve recirculated air to the ancillary spaces, and the third unit is being dedicated as an outside air unit to provide pre-conditioned outside air to the second AHU. The other 26 new AHUs is located in the mechanical mezzanine area. 16 AHUs provide conditioned air to the arena seating bowl, 6 AHUs provide conditioned air to the concourse level, and 4 new AHUs are dedicated outside air units to precondition and distribute ventilation air to the concourse and seating bowl.

The existing Hydronic piping system (chilled water and building heating hot water) and associated (2) chilled water pumps and (1) hot water pump are being replaced in their entirety with a new system. The existing chilled water system is served from the campus East Plant, and the piping enters the building through the east wall of the event floor mechanical room. The new piping is going to be routed from the event floor mechanical room up to the mechanical mezzanine level where it will split and loop around the perimeter of the arena to serve the new AHUs. New butterfly valves are being installed in select locations to allow isolation of Hydronic piping. Two new end-suction type chilled water and hot water pumps are being installed in the event level mechanical room to pump chilled and hot water throughout the building. Each pump is sized to offer N+1 redundancy. The pumps operate through new variable frequency drives (VFDs) and are linked to pressure sensors in the piping system in order to modulate pump speed in proportion to Hydronic water demands.

The existing HVAC control system is a hybrid of the original pneumatic controls and various retrofitted electric controls. The entire control system are being removed and replaced with a new direct digital control (DDC) building automation system which allows for precise monitoring and control of all aspects of the HVAC system. Many of the various control algorithms (such as building setback, demand controlled ventilation, etc.) have a direct and positive impact on building energy consumption. Furthermore, the new Building Automation System (BAS) is integrated into the campus wide control system and allows for off-site building monitoring and controls.

The entire event floor occupant use area (lockers, restrooms, offices, etc.) are entirely renovated and therefore all existing mechanical air distribution and exhaust systems are being removed and replaced. A new exhaust system consisting of galvanized steel exhaust ductwork, aluminum exhaust grilles, and a new exhaust fan are being designed and installed to serve the areas requiring 100% exhaust air (locker rooms, restrooms, shower areas, laundry, etc.). Likewise, new supply air ductwork and grilles are being installed to distribute air from the new event floor AHUs to the renovated spaces.

NARRATIVE

The following items comprise the mechanical scope for this project:

Occupant Use Areas - All mechanical work associated with the renovation of the existing event level occupant use areas (locker rooms, training rooms, storage rooms, and offices). This includes new AHUs, new ventilation and exhaust fans, new air distribution ductwork, and new HVAC controls.

MECHANICAL NARRATIVE- continued

Air Handling Units - All (22) existing air handling units (AHUs) located in the mechanical mezzanine level are being replaced with new, properly sized units. In addition, (4) new dedicated outside air systems (DOAS) are being installed to precondition and supply fresh outside air to the arena bowl and concourse areas. The existing air distribution (ductwork) system is being re-used with proper tie-ins of new equipment to existing ductwork. Existing supply air drum diffusers are being cleaned and re-aimed for proper air distribution.

Hydronic Piping - All existing Hydronic piping throughout the building is being replaced with new, properly sized piping. This includes all the chilled and hot water piping from the point it enters the event level mechanical room up to the mechanical mezzanine level. The scope includes new insulated piping with new supports, fittings, and isolation valves.

Controls - The existing building temperature control system for the entire building is being replaced with a new direct digital control (DDC) system with a new work station, master controller, and all associated equipment and sensors required to control and monitor the new HVAC system. The new BAS system is compatible with the existing campus wide control system.

EXISTING SYSTEMS

The following section provides a brief summary of the existing mechanical systems serving each level of the building.

EVENT LEVEL

This level consists of the arena floor, electrical room, mechanical room, and the occupant use areas such as the locker rooms, training rooms, storage rooms, and offices.

Air Handling & Air Distribution Systems - The occupant use areas (such as the locker rooms, training rooms, storage rooms, and offices) located on this level are served conditioned air by the original 40 year old, floor mounted, blow-thru multi-zone air handling unit (AHU) located in the mechanical room. This unit supplies conditioned air to these spaces via pneumatically actuated, unit mounted dampers and a network of supply air ductwork.

Exhaust Air System - Two utility vent set type exhaust fans are located in the event level electrical room. One is used to ventilate the electrical room and the other is the main exhaust fan for all the locker, restroom, and shower facilities.

Hydronic Piping System - The main Hydronic piping (chilled & hot water) enters the building through the east wall of the event level mechanical room. There are 2 chilled water and 1 hot water pumps in this room which pump the water to the AHUs located on this floor as well as up to the mechanical mezzanine level to serve the AHUs located there.

HVAC Control System - The main equipment for the existing building temperature control system is housed in the event level mechanical room. It consists of a pneumatic compressor, refrigerated air dryer, pressure reducing station, pneumatic-electric switches, control panels, and all associated instrumentation wiring and tubing.

CONCOURSE LEVEL

This level consists of the main pedestrian lobby, the concessions areas, public restrooms, seminar rooms, offices, ticket counters, vomitories, and storage rooms.

MECHANICAL EXISTING SYSTEMS- continued

Air Handling & Air Distribution Systems - All areas of this level are served conditioned air by (6) horizontal, single zone AHUs located in the mechanical mezzanine level. Of the (6) AHUs, (4) are dedicated to serve exterior air conditioning zones (areas with exterior walls and windows) and (2) are dedicated to serve interior air conditioning zones on this floor. All of the associated supply air ductwork is routed through the void space above the concourse level ceiling and below the seating bowl. All return air is routed back to the AHUs in the mechanical mezzanine through an open return system.

Exhaust Air System - The toilet rooms and concession areas on this level are separately exhausted outside using exhaust air duct work and exhaust fans located in the mechanical mezzanine.

HVAC Control System - Room thermostats are installed throughout the spaces to control the associated AHUs for this level.

MECHANICAL MEZZANINE LEVEL

This level consists of the perimeter mechanical room space located at the top of the seating bowl. This mechanical space is predominantly used to house mechanical and electrical equipment.

Air Handling & Air Distribution Systems - There are (16) single zone, horizontal AHUs located on this floor which serve conditioned air to the arena seating bowl and event floor. All of the supply air ductwork is routed through this space to high velocity drum diffusers located along the top perimeter of the seating bowl. All of the return air from the seating bowl and event floor is returned through return air grilles into the common open return air plenum.

There are (6) single zone, horizontal AHUs located on this floor which serve conditioned air to the concourse level spaces.

Hydronic Piping System - All of the Hydronic piping serving these AHUs is routed side-by-side along the perimeter of this space.

HVAC Control System - (4) room thermostats are installed in the top of the seating bowl along the perimeter wall to control the (16) AHUs for this area.

DEMOLITION

The following section provides a brief summary of the demolition to existing mechanical systems serving each level of the building.

EVENT LEVEL

Exhaust Air System - The restroom and shower areas are exhausted by a utility vent set type exhaust fan located in the main electrical room and the associated exhaust air ductwork located above ceiling. This exhaust fan and all associated ductwork is removed and replaced.

Air Handling & Air Distribution Systems - The existing floor mounted, blow through multi-zone AHU is being removed.

All existing supply, return, exhaust, and outside air duct work with air distribution devices serving the event level user occupant areas are being removed.

MECHANICAL DEMOLITION- continued

Hydronic Piping System - All the chilled and hot water lines in the event level mechanical room are being removed. This includes all associated chilled and hot water pumps, valves, fittings, branch lines to AHU, temperature control valves, instrumentation devices, supports, etc. The main chilled and hot water pipe risers going up to the mechanical mezzanine level are also being removed. The main Hydronic service lines entering through the east wall of the mechanical room (from underground tunnel) remain, as do the outdoor underground service lines.

HVAC Control System - The existing pneumatic compressor, refrigerated air dryer, pressure reducing station, pneumatic-electric switches, control panels, and all associated instrumentation wiring and tubing serving the building temperature control system are being removed. Additionally, all room thermostats, humidistats, and pneumatic tubing located within event level renovation scope are being removed.

CONCOURSE LEVEL

Air Handling & Air Distribution Systems - The (6) AHUs serving this area are being removed and replaced. All associated ductwork serving this level is to remain and be reconnected to the new AHUs.

HVAC Control System - All existing room thermostats, associated controllers, pneumatic tubing, and control devices located on this floor are being removed and replaced with a new Building Automation System (BAS).

MECHANICAL MEZZANINE LEVEL

Air Handling & Air Distribution Systems - All (22) existing single zone AHUs, associated branch chilled and hot water piping, control valves, instrumentation devices, motorized dampers, actuators, outside air ductwork, and condensate drain lines are being removed.

An approximately 4 ft long section of existing trunk supply air duct, between the discharge of the AHU and the main vertical supply air duct, is being cut and removed for each AHU. The remaining sections of supply air ductwork remain.

Hydronic Piping System - All existing Hydronic chilled and hot water piping, isolation valves, instrumentation devices, and pipe supports located in this mechanical room will be removed.

HVAC Control System - All existing building temperature control system devices, pneumatic tubing, and/or wiring located on this level are being removed.

RENOVATION

The following section provides a brief summary of the new work to existing mechanical systems serving each level of the building.

EVENT LEVEL

Air Handling Systems - The following three new air handling units are being installed in the existing mechanical room to serve the renovated event level areas.

(N) AHU 1-1: A single zone, floor mounted, vertical, draw through, 100% outside air unit is installed and assigned to serve the new locker rooms, toilet rooms, shower areas and janitor closets. The unit is being equipped with a forward curved fan, premium efficiency motor, cooling coil, heating coil in pre-heat position, and low velocity filter section. This AHU is being installed in the existing event level mechanical room. These areas are supplied and 100% exhausted with no less than the code required air change rates.

MECHANICAL RENOVATION- continued

(N) AHU 1-2: A single zone, floor mounted, vertical, draw through, re-circulation type AHU is installed and assigned to serve the meeting rooms, offices, classrooms, and storage areas of the event floor via new fan powered terminal boxes. The unit is equipped with a forward curved fan, premium efficiency motor, cooling coil, heating coil, and low velocity filter section. This AHU is located in the existing event level mechanical room.

The fan powered terminal boxes are constant volume type with electric reheat and are strategically located to provide individual temperature control in classrooms, office areas, and other administrative areas.

(N) AHU 1-3: A single zone, floor mounted, vertical, draw through, 100% outside air unit is installed and assigned to provide pre-conditioned outside air to (N) AHU 1-2. A new carbon dioxide sensor, to be installed in the return air path, modulates the supply air of this AHU through its variable frequency drive (VFD) to maintain the pre-programmed level of carbon dioxide. Space permitting, this AHU is being located in the existing event level mechanical room.

Air Distribution Systems - All renovated areas of the event level are served by new air distribution devices and supply air duct work. All new duct work is galvanized steel. All supply and outside air duct work is externally insulated. The ceiling space is utilized as an open return air plenum and path for return air to be recirculated back to the mechanical room. Return air sound boots are being installed on all return air transfer ducts at the mechanical room wall to trap noise transmission. New fire dampers are installed in new duct work where code required fire separation is indicated on the architectural plans.

Exhaust Air System - All locker rooms, restrooms, janitor rooms, laundry rooms, and the hydrotherapy room are being 100% exhausted at the rate established by local adopted codes. Each of these spaces is served by new galvanized steel exhaust air ductwork connected to ceiling mounted exhaust air grilles. The exhaust ductwork is connected to a new utility vent set type centrifugal exhaust air fan that is installed in the existing electrical room and the discharge of the fan is being connected to an exhaust louver in the east exterior wall.

Hydronic Piping System-

Chilled Water: New 8" diameter chilled water supply and return lines are installed in the mechanical room and supported from structure above using galvanized steel unistrut supports. The new lines are schedule 40 black carbon steel (non-ERW) with welded fittings. The new lines are insulated with phenolic foam insulation. The new lines are connected to the existing lines (by field welding flanges to the existing lines at the east wall of the mechanical room). New chain operated 8" butterfly isolation valves are being installed in both lines.

(2) new end-suction type chilled water pumps (N+1 redundancy) are installed on new concrete pads. New chilled water supply lines from the suction and discharge connections of the pumps are being installed with double braided stainless steel flexible connectors, suction diffusers, isolation butterfly valves, balancing plug valves, wafer check valves, and instrumentation devices. Both pumps are arranged to pull chilled water from the existing central plant main service lines and pump it through the new air handling units via the new chilled water piping.

New properly sized chilled water branch piping with fittings, valves, instrumentation devices, and temperature control valve are installed and connected to each of the (3) new AHUs on this level. All coil manifold piping 2" and smaller is installed with 150 lb threaded fittings.

MECHANICAL RENOVATION- continued

Hot Water: New 6" diameter heating hot water supply and return lines are installed in the mechanical room and supported from structure above using galvanized steel unistrut supports. The new lines are schedule 40 black carbon steel (non-ERW) with welded fittings. The new lines are installed as a loop and will form a secondary/building loop to work in conjunction with the recently installed primary-secondary loop boiler system. The (2) recently installed outdoor boilers and associated primary loop piping is to remain and be reconnected to the new hot water secondary/building loop. The new lines are insulated with fiberglass insulation.

(2) new end-suction type hot water pumps (N+1 redundancy) are installed on new concrete pads. New hot water supply lines from the suction and discharge connections of the pumps are being installed with double braided stainless steel flexible connectors, suction diffusers, isolation butterfly valves, balancing plug valves, wafer check valves, and instrumentation devices. Both pumps are arranged to circulate hot water through the building as part of the secondary/building loop.

New properly sized hot water branch piping with fittings, valves, instrumentation devices, and temperature control valve are installed and connected to each of the (3) new AHUs on this level. All coil manifold piping 2" and smaller is being installed with 150 lb threaded fittings.

Laundry Facility Utilities - New double wall, UL listed, type-B vent pipes with factory fittings connected to the new clothes dryers and terminated outside through exhaust louvers.

CONCOURSE LEVEL

No major modifications to the existing mechanical systems be made on this level.

Building Automation System (BAS)- New room temperature sensors, CO2 sensors, DDC controllers, and new wiring associated with the new BAS system are being installed on this level to control the new AHUs.

MECHANICAL MEZZANINE LEVEL

Air Handling Systems - (22) new, properly sized, single zone, recirculating type air handling units are being installed in this mechanical area. Of the (22) new AHUs, (16) AHUs are being assigned to serve the seating bowl/arena floor areas and (6) AHUs are being assigned to serve the concourse floor spaces. For each new unit, a properly sized, new section of supply air duct is to be installed between the discharge of each AHU and the tie-in point to the existing trunk supply air duct. All required manual and/or motorized dampers are being installed.

(14) of the new units are being equipped with chilled and hot water heating coils, and all other new AHUs are equipped with chilled water cooling coils only. All hot water heating coils are being installed in the re-heat position. All new AHUs are double wall construction, thermal break construction type equipped with cooling and heating coils (as noted above), supply fans with premium efficiency motors, filter sections with high efficiency filters, and stainless steel coil headers and drain pans.

(4) new, 100% outside air (OA), single zone, vertical AHUs are being installed to provide pre-conditioned outside air to the (22) new AHUs. Each AHU are equipped with chilled water cooling and hot water heating coils. The heating coils are being installed in the pre-heat position and the entire AHU is of similar construction and materials to the other (22) AHUs.

MECHANICAL RENOVATION- continued

Each outside air AHU draws in raw outside air from an outside air louver (located either on the roof or in the angled soffit below). The unit is going to precondition this outside air and then discharge this preconditioned air into the mechanical mezzanine return air plenum directly from the AHU discharge. There is minimal discharge ductwork and no motorized dampers. CO2 sensors located throughout the vomitories and return air plenum is going to modulate the OA AHU speed (via the Building Automation System) to provide the required amount of preconditioned OA.

Air Distribution Systems - The majority of the branch supply air ductwork (located in the mechanical mezzanine area) and high velocity, long throw drum diffusers (located around the perimeter of the seating bowl) is going to remain except the diffusers are going to be cleaned and re-aimed for proper throw and air distribution.

Hydronic Piping System - New required size Hydronic chilled and hot water piping are being installed around the perimeter of the mechanical mezzanine area and supported from structure above using galvanized steel unistrut supports. All new piping is being furnished with required butterfly isolation valves, fittings, and instrumentation devices. The new lines are schedule 40 black carbon steel (non-ERW) with welded fittings. The new lines are being insulated with phenolic foam insulation.

Additionally, new vertical sections of chilled & hot water piping with pipe supports are being installed between the event level mechanical room and the mechanical mezzanine level.

New properly sized chilled & hot water branch piping with fittings, valves, instrumentation devices, and temperature control valves are being installed and connected to each of the (26) new AHUs on this level. All coil manifold piping 2" and smaller are being installed with 150 lb threaded fittings.

New Building Automation System (BAS) - A new direct digital control (DDC) system with a new work station, master building controller, slave controllers for new AHUs and new chilled and hot water pumps, unit controllers for Variable Air Volume (VAV) boxes, control cabinets, a UL listed communicator compatible to the existing campus wide Building Automation System (BAS), required database, and software for controlling, monitoring, and alarming of new HVAC equipment are being furnished and installed. All required space and duct mounted temperature sensors, carbon dioxide sensors, pressure sensors, flow meters, current transmitters, transducers, potential transformers, power meter, power supplies with backup batteries, and other required devices are being installed and wired to the new BAS controllers.

The Building Automation System (BAS) is being programmed for monitoring (both locally and remotely) all system parameters such as space temperatures, discharge air temperatures, building chilled and hot water temperatures, pressures, flows, equipment status (ON/OFF) and energy usage. All alarms associated with system failures and abnormal conditions are being monitored both locally at the building and remotely from campus.

The Building Automation System (BAS) is compatible to the existing campus wide system and are being integrated into the campus wide Building Automation System (BAS) for remote monitoring and controlling of the system components.

All new HVAC system equipment is being programmed through the Building Automation System (BAS) to automatically be energized and de-energized during the occupied and non-occupied periods with options for manual override features. All software is field modifiable by the building operators.

MECHANICAL RENOVATION- continued

The new Building Automation System (BAS) is being programmed to provide the most energy efficient mechanical (HVAC) system operations. All system parameters such as room temperatures, space humidity, discharge air temperatures, carbon dioxide levels, etc. are capable of being field programmed.

The new Building Automation System (BAS) is being programmed to display system graphics depicting building equipment on the front end user work station.

PLUMBING EXECUTIVE SUMMARY

The existing plumbing system for the Coliseum consists of all of the domestic water distribution piping, plumbing fixtures, and above and underground waste & vent piping. The plumbing scope of work is concentrated primarily to the renovated event level occupant use areas with only floor drain and hose bibb work required in the mechanical mezzanine.

The renovation plumbing plan for the event level occupant use areas consist of all required domestic water, waste, and vent piping to connect the new plumbing fixtures to the existing plumbing infrastructure. The existing copper water line is going to be extended to serve all new showers, water closets, urinals, and lavatories. All new properly sized underground waste and vent piping are being installed and connected to the existing main sanitary and vent piping before the new slab is poured. This area is also going to house a new training area complete with hot and cold hydrotherapy pools. All associated plumbing connections are being provided to properly connect and operate the hydrotherapy pools.

Currently, all AHUs in the mechanical mezzanine do not have proper existing floor drains to accept condensate waste. Therefore, the plumbing plans for the mechanical mezzanine area indicate the installation of new floor drains adjacent to each new AHU and connection of a new section of drain pipe to the existing sanitary pipe. In addition, new hose bibb connections are being provided in the mechanical mezzanine for the convenience of maintenance personnel.

NARRATIVE

The following items comprise the plumbing scope for this project.

All plumbing work associated with the renovation of the existing event level occupant use areas (locker rooms, training rooms, storage rooms, and offices). This includes specification of new plumbing fixtures and new waste, vent, and domestic water service to each fixture. Additionally, all water and drain connections are being provided for the (2) hydrotherapy pools.

EXISTING SYSTEMS

The following section provides a brief summary of the existing plumbing systems serving each level of the building.

EVENT LEVEL

This level consists of the arena floor, electrical room, mechanical room, and the occupant use areas such as the locker rooms, training rooms, storage rooms, and offices.

Plumbing Fixtures - The occupant use areas located on this level have an extensive plumbing system above and below ground due to the multiple locker rooms, shower stalls, restrooms, training areas, and laundry room.

There are 2 domestic water heaters and 2 associated hot water storage tanks located in the event level mechanical room. These were installed in 2002 and will remain because they are in fair working condition.

Sanitary Waste & Vent - All of the waste piping associated with the plumbing fixtures is below grade and all of the vent and domestic water piping is above ceiling.

Domestic Water - The main 6" domestic water line which enters the building through the east wall of the event level mechanical room will remain. It is reduced to 4" and distributes domestic water to all of the fixtures on this level via above ceiling piping.

PLUMBING EXISTING SYSTEMS- continued

CONCOURSE LEVEL

This level consists of the main pedestrian lobby, the concessions areas, public restrooms, seminar rooms, offices, ticket counters, vomitories, and storage rooms.

Plumbing Fixtures - The majority of the plumbing fixtures for this level are located in the 4 public restrooms. Each of the 2 men's restrooms has (9) urinals, (3) water closets, and (5) lavatories. Each of the 2 women's restrooms has (7) water closets and (5) lavatories. There are also (12) electric drinking fountains (in 4 separate locations) located along the concourse.

The remaining count of fixtures are located in the multiple concession areas on this floor.

MECHANICAL MEZZANINE LEVEL

This level consists of the perimeter mechanical room space located at the top of the seating bowl. This mechanical space is predominantly used to house mechanical and electrical equipment.

Sanitary Waste & Vent - The plumbing system on this level consists primarily of drain pipes located in the AHU drain pans and roof drains on the roof above. Each 3" drain pan pipe is connected to a waste line located in the concourse ceiling space below. Each roof drain is connected to a storm drain pipe which is routed through this space and down to the plaza level downspout nozzle.

DEMOLITION

The following section provides a brief summary of the demolition to existing plumbing systems serving each level of the building.

EVENT LEVEL

Plumbing Fixtures - All existing plumbing fixtures such as water closets, urinals, shower stalls, lavatories, etc. (and associated support carriers) located within the event level renovation scope area will be removed.

Sanitary Waste & Vent - All floor drains, floor sinks, hub drains, hose bibbs, etc. are being removed. All non-required underground waste and vent lines are being removed after the existing slab is removed. Any existing live sanitary piping (serving fixtures located outside of the event level) is being protected and reconnected to new main sanitary lines.

Domestic Water - The existing above ground domestic water lines serving these fixtures are isolated, drained, and removed back to the main line. Any branch piping serving fixtures located outside of the event level are being protected and kept live.

CONCOURSE LEVEL

Plumbing Fixtures - All plumbing fixtures such as water closets, urinals, and lavatories located in the (4) public restrooms on this level are being removed and replaced. This includes all associated flush valves, faucets, and supports carriers.

All (12) wall hung electric drinking fountains are being removed and replaced with (8) new fountains.

PLUMBING DEMOLITION- continued

MECHANICAL MEZZANINE LEVEL

Sanitary Waste & Vent - At each of the (22) existing AHUs, a section of existing 3” drain pipe installed in the floor slab and connected to the drain pan are being removed.

All existing floor drains and associated waste and vent lines will remain.

Domestic Water - All main domestic water lines connected to these fixtures will be isolated, cut, and drained.

RENOVATION

The following section provides a brief summary of the new work to existing plumbing systems serving each level of the building.

EVENT LEVEL

Plumbing Fixtures - All areas within the event level renovation scope receive new plumbing fixtures. In particular, this includes fixtures such as new wall hung water closets, wall hung urinals, wall hung lavatories (except the home locker room to be undercounter type), shower assemblies, and electric drinking fountains.

Where available, low water consumption fixtures are being selected. All new water closets and urinals are being installed with sensor operated flush valves and new lavatories are being installed with sensor operated faucets. All fixtures are being installed with new required cast iron carriers and mounting chairs. Additionally, all new areas are ADA/TAS compliant and likewise will have ADA compliant plumbing fixtures.

New plumbing drain lines are being provided to serve the (2) hydrotherapy pools. The pool drains require a new sump and sump pump to be located in the mechanical pit/area.

Sanitary Waste & Vent - All new waste and vent piping is being installed to serve the new plumbing fixtures. The new sanitary line is being connected to the existing main 6” underground sanitary line where it leaves the building and the new vent lines are being connected to the existing vent risers located at the exterior columns. All new underground sanitary piping are schedule 40 PVC as per the University’s request.

The existing floor slab is being entirely removed within the renovation scope area to facilitate the installation of new floor drains, floor sinks, shower drains, and underground waste and vent lines.

All new required trap primers, shock arrestors, and above ground vented hub drains are being installed.

Domestic Water - All new type “L” copper domestic water piping are being installed above ceiling and in the walls to serve each new plumbing fixture. The new piping is being connected to the existing main domestic cold and hot water lines with isolation valves.

MECHANICAL MEZZANINE LEVEL

Sanitary Waste & Vent - New floor drains are being installed adjacent to the (22) new AHUs and be connected to the existing 3” drain lines. All new floor drains are being installed with trap guards.

An additional (4) new floor drains are being installed adjacent to the (4) new outside air AHUs. The new drain lines are being connected to the existing 3” waste line located in the concourse ceiling space below.

Domestic Water - New hose bibbs and associated branch cold water lines are being installed and connected to the existing potable cold water lines.

ELECTRICAL EXECUTIVE SUMMARY

The main existing power distribution equipment for the Coliseum is located in the event level electrical room, and power is distributed to various distribution panelboards throughout the building from this room. The electrical scope for this project is focused on two major areas of work: 1) the renovated event level occupant use areas and 2) the AHUs replacement in the mechanical mezzanine level.

The new power and lighting plans for the event level occupant use areas have been developed in conjunction with the user groups to ensure that all convenience power receptacles and preferred lighting and lighting controls are provided as required. All new light fixtures are specified LED type and all lighting controls are occupancy sensor type. In addition, new fire alarm devices are specified to be installed and connected to the existing fire alarm system in order to provide adequate fire alarm coverage for the renovated space. All new branch circuits are being powered from existing lighting and appliance panelboards in the electrical room. All of the existing electrical branch circuits serving power to the existing AHUs and Hydronic pumps are being removed.

All of the new AHUs, exhaust fans, and Hydronic pumps receive new branch circuit feeders connected to existing power distribution panelboards. New variable frequency drives (VFDs) are being installed at each AHU and Hydronic pump to offer modulation of fan and pump speeds. In addition, new fluorescent strip lighting and 4-way switching are being installed in the mechanical mezzanine area to offer safer working conditions for maintenance personnel.

NARRATIVE

The following items comprise the electrical scope for this project.

Occupant Use Areas - All electrical work associated with the renovation of the existing event level occupant use areas (locker rooms, training rooms, storage rooms, and offices). This includes new lighting and power plans for the new floorplan. It also includes revisions to the fire alarm system to incorporate the new devices for the renovated area into the existing fire alarm panel/system. In addition, new power drops are being provided to all equipment associated with the (2) hydrotherapy pools.

All electrical power distribution work associated with the installation of new mechanical equipment throughout the building, such as air handling units, pumps, exhaust fans, and the building automation system.

EXISTING SYSTEMS

The following section provides a brief summary of the existing electrical systems serving each level of the building.

EVENT LEVEL

This level consists of the arena floor, electrical room, mechanical room, and the occupant use areas such as the locker rooms, training rooms, storage rooms, and offices.

Interior Lighting, Convenience Power, & Fire Alarm System - The occupant use areas (such as the locker rooms, training rooms, storage rooms, and offices) located on this level have basic overhead lighting and convenience power receptacles located throughout the spaces. Additionally, the main fire alarm control panel (FACP) is located in the hallway and each space has fire alarm initiating and notification appliances which are tied into the FACP.

ELECTRICAL EXISTING SYSTEMS- continued

Power Distribution System - The main electrical room for the building is located on the event level. This room is where the main electrical service feeder (13.2 kV) enters the building and also where the step down service transformer, main switchboard, and other power distribution equipment is located. There is a diesel powered emergency generator located outside of the electrical room which provides power to an emergency panelboard to power life safety systems such as the FACP and emergency egress lighting.

CONCOURSE LEVEL

This level consists of the main pedestrian lobby, the concessions areas, public restrooms, seminar rooms, offices, ticket counters, vomitories, and storage rooms.

Interior Lighting, Convenience Power, & Fire Alarm System - The lighting system includes all the overhead, wall mounted, and recessed light fixtures that illuminate the common spaces and concession areas. In particular, the concourse is predominantly lit by limited overhead track lighting and fluorescent column mounted lights. Most lighting controls are by manual switch only. This level also has fire alarm and emergency egress lighting located throughout the floor.

Power Distribution System - The power distribution system includes all the panelboards and branch circuits required to distribute power to the various concession area appliances and numerous convenience receptacles.

Mechanical Mezzanine Level - This level consists of the perimeter mechanical room space located at the top of the seating bowl. This mechanical space is predominantly used to house mechanical and electrical equipment.

Interior Lighting, Convenience Power, & Fire Alarm System - There is emergency egress lighting, fire alarm devices, convenience receptacles for maintenance, and minimal general lighting located throughout this space.

Power Distribution System - The electrical system located on this level is primarily to distribute power to the multiple (22) AHUs located here. All of the AHUs are served from various distribution panelboards which supply power to the motorstarters for each AHU. Multiple step down transformers and lighting & appliance panelboards are also located in this area to serve power to various convenience receptacles and other electrical loads.

DEMOLITION

The following section provides a brief summary of the demolition to existing electrical systems serving each level of the building.

EVENT LEVEL

Interior Lighting, Convenience Power, & Fire Alarm System - All existing branch circuits serving lighting and power loads located within the occupant use areas which are designated to be renovated, is field traced, de-energized, and removed back to the source panelboards. This includes all associated light fixtures, exit signs, light switches, receptacles, conduits, conductors, junction boxes, pull boxes, etc.

All fire alarm devices (initiating and notification) and associated wiring located within the occupant use areas which are designated to be renovated, are being disarmed and removed back to the FACP or terminal box. The existing fire alarm control panel (FACP), which is located within the renovation scope area, will remain and be protected from damage. In addition all other fire alarm system devices and associated wiring serving the rest of the building is going to remain and be protected from damage.

ELECTRICAL DEMOLITION- continued

All existing data and telephone outlets (and associated conduits and cables) located within the occupant use areas which are being designated to be renovated, be removed back to the patch panels and telephone boards respectively as per SHSU's IT department's instructions.

Power Distribution System - All existing feeders and appliance branch circuits, motor starters, safety switches, control devices, etc. serving any mechanical equipment that is specified to be removed, are also being removed.

CONCOURSE LEVEL

Interior Lighting, Convenience Power, & Fire Alarm System - All existing electrical systems serving this level remain as-is.

The existing fire alarm system serving this level remains as-is and remain operational throughout construction.

MECHANICAL MEZZANINE LEVEL

Interior Lighting, Convenience Power, & Fire Alarm System - All existing general area lighting for this area is removed.

All existing emergency light fixtures and exit signs are being removed, cleaned, and stored in this room for re-installation upon project completion. Damaged and non-working fixtures are being removed and replaced with new fixtures.

All existing fire alarm devices (automatic initiating devices & notification appliances) are being disarmed at the existing FACP and temporarily removed. All existing removed devices are being cleaned and stored on site for re-installation upon project completion. All existing associated fire alarm system cables and wiring remain in place and be temporarily terminated in j-boxes.

Power Distribution System - All electrical feeders, j-boxes, pull boxes, conduits supports, etc. serving the existing AHU motors are being removed back to the power source panel boards.

All existing AHU safety switches, magnetic motor starters, and fan shut down relays are being removed.

RENOVATION

The following section provides a brief summary of the new work to existing electrical systems serving each level of the building.

EVENT LEVEL

Interior Lighting, Convenience Power, & Fire Alarm System - All renovated areas of the event level are receiving a new lighting system consisting of new LED type light fixtures and new lighting controls, including dual technology type occupancy sensors. The new lighting system is energy efficient and comply with all State adopted energy codes.

New 20 amp, 125 volt/1 phase duplex receptacles are being installed in wall recessed j-boxes throughout the renovated space. Each new locker is being installed with a combination electrical/USB outlet. Higher voltage and ampacity receptacles are being installed where required to serve new washing machines, dryers, and other equipment.

ELECTRICAL RENOVATION- continued

New “exit” signs and emergency light fixtures are being installed to indicate and illuminate paths of egress from the renovated space as per the requirements of the NFPA. All “exit” signs and emergency fixtures be connected to the existing emergency power panel.

New fire alarm devices are being installed throughout the renovated space as per the requirements of the NFPA. The new fire alarm devices are being connected to the existing FACP, and the FACP are being reprogrammed to recognize these devices.

Power Distribution System - The existing distribution panelboard(s) located on this level are being reutilized as much as possible to serve the new three phase loads such as the (3) AHUs, (4) Hydronic pumps, the hydrotherapy equipment and the exhaust fan.

The existing lighting and appliance panelboard(s) located on this level are being reutilized as much as possible to serve all new convenience power receptacles.

New variable frequency drives (VFDs) are being installed to serve all new AHUs and new Hydronic pumps.

New motor feeders from the existing distribution panelboard(s) to the new variable frequency drives (VFDs) and from the VFDs to the new AHU motors are being installed.

New equipment safety switches are being installed where required.

CONCOURSE LEVEL

No major modifications to the existing electrical systems are being made on this level.

MECHANICAL MEZZANINE LEVEL

Interior Lighting, Convenience Power, & Fire Alarm System - All existing emergency light fixtures and exit signs are being reinstalled and reconnected to existing circuits.

All existing fire alarm devices are being reinstalled and reconnected to existing fire alarm system.

New T8 florescent type standard strip light fixtures with wire guard protectors are being installed throughout this area to provide general lighting. 4-way switching is being provided to allow control from all access doorways.

Power Distribution System - The existing distribution panelboard(s) located on this level is being re-utilized as much as possible to serve the new AHUs. If required, a new properly sized 480/277 volt, 3 phase, 4 wire distribution panelboard are being installed to serve the additional new AHUs.

New variable frequency drives (VFDs) are being installed to serve all new AHUs.

New motor feeders from the existing distribution panelboard(s) to the new variable frequency drive (VFDs) and from the variable frequency drive (VFDs) to the new AHU motors are being installed.

New equipment safety switches are being installed where required.

AUDIO VISUAL EXECUTIVE SUMMARY

AudioVisual Systems associated with this project is being designed to comply with industry standards for facilities of similar size, scope, and budget. Due to budgetary concerns the existing Coliseum Bowl Sound Reinforcement System is being reutilized, augmented and re-tuned to reflect the projected seating design programmed for the facility. Assistive Listening Systems for the Coliseum is being specified in order to comply with the current mandates from the Americans with Disability Act. Training Rooms and Locker Rooms are being provided with sound reinforcement, distributed television systems, computer interfaces, and flat panel displays for Audiovisual connectivity and features.

The Structured Cable System specified is an industry standard Category 6 structured cable plant designed to comply with current Sam Houston State University standards, ANSI/TIA and BICSI telecommunications standards. The category 6 structured cable plant is designed by a Registered Communications Distribution Designer (RCDD) and includes cable trays, conduits, pull boxes, cables, communications outlets and grounding and bonding throughout the area being renovated.

EXISTING SYSTEMS

A series of tests and inspections were performed at the facility with the final session taking place on July 29, 2015. The testing procedure included:

The injection of Pink Noise into an input of the Sound Reinforcement System. Pink Noise is defined as an equal amount of noise power throughout the frequency spectrum.

Measuring the systems response at various locations within the facility with a Real Time Analyzer (RTA).

What follows are the findings associated with those surveys.

Coliseum Bowl Reverberation (RT60)

The major contributing elements of the building affecting reverberation time are (1) type of seating (should be soft and defined as fully upholstered, padded seats and back rest); (2) underside of roof deck surface; and (3) the wall surface finish above the seating bowl. Of these three, the deck and seating represent the two elements of the greatest importance. Therefore, we can consider the seating type and the roof deck acoustical treatment to work together as an acoustical system. A change in one of these elements produces a significant impact on the design of the other element.

The ideal reverberation times for unoccupied spaces associated with the various design approaches stated above are as follows:

Sports Events: 2.5 seconds

Convocation: 1.0 second

Control of reverberation is recommended for intelligibility of spoken word announcements over the sound amplification, while maintaining sufficient reverberation to enhance crowd noise. Reverberation control is essential for convocation and concert acoustics.

Existing noise control construction related measures taken to reduce RT60 within the space include the installation of tectum to the underside of the roof structure and perforated metal panels with batt insulation on the drum walls.

AUDIO VISUAL EXISTING SYSTEMS- continued

Preliminary measurements indicate that the reverberation time for this space is between 2.5 and 2.8 seconds unoccupied. As indicated above this time is a little longer than recommended for sporting events and falling short for convocation purposes.

EXISTING SOUND REINFORCEMENT SYSTEM

The existing sound reinforcement system associated with the seating bowl consists of five (5) line arrays containing four (4) array elements each and a total of ten (10) 18" subwoofer elements. The system is installed on a metal frame and suspended from the structure at center court.

Power amplifiers and processing equipment are housed in one (1) equipment rack currently located on the event level. System control is performed from portable equipment containing audio mixers and playback devices.

CONTROL OF SOUND TRANSMISSION BETWEEN OCCUPIED SPACES

Standard drywall partitions with total drywall thickness of 5/8" on each side of metal stud framing, and mineral wool blankets in the stud cavities, are rated at STC-45, NIC-38. This partition type is recommended for demising partition systems separating spaces in which normal voice conversations occur.

Corridor walls are standard stud construction with one layer drywall each side with mineral wool insulation.

The perceived audible sound from room to room that is being transmitted through the partition system is influenced by the air delivery noise levels that are designed. Refer to language below, HVAC Noise Abatement for specifics.

Return air is recommended to be ducted to the corridor partitions. Avoid duct penetrations of demising partitions.

All partitions extend to the decks above, with fire safe insulation and fire caulk at all joints between the partitions and decks above.

HVAC NOISE CONTROL

HVAC systems are designed to meet the following Noise Criteria (NC) for each space. These spaces are to be considered the acoustically critical spaces and should follow the recommendations in this report.

NC-35: Locker Rooms, Green Room, Training Room

The following air velocity criteria are required for achieving the specified Noise Criteria (NC) ratings:

All diffusers and grilles in acoustically sensitive spaces should be rated 7 Noise Criteria (NC) points lower than the spaces maximum Noise Criteria (NC) rating as stated above.

SOUND REINFORCEMENT SYSTEM

The Sound Reinforcement System is an existing point source, center cluster providing sound distribution to the seated public.

AUDIO VISUAL EXISTING SYSTEMS- continued

The system is going to provide even sound pressure to the floor, retractable and fixed seating within the Coliseum. Audio control of the system is going to remain portable and stored on the Event Level. Modifications and or relocation of the main equipment racks at the Event Level are required depending on the extent of the renovations to this level. The future location of these devices are being determined during the design development phase of the project.

Audio Visual (AV) systems are planned for the athlete's locker rooms and training rooms. Systems include a computer interface connected to an owner provided flat panel display.

The System is available for use as supplementary vehicle for emergency voice evacuation announcements throughout the expansion (may or may not be the primary code compliance vehicle depending on local authority).

SOUND REINFORCEMENT/AUDIO VISUAL SYSTEMS REQUIREMENTS BY SPACE

Home Locker Rooms

Room sound system with overhead speakers capable of medium quality voice reinforcement, in accordance with SPL and other performance characteristics as defined by the design team. Overhead distributed loudspeaker system are being provide even sound distribution throughout the space. Loudspeakers are equal to Community D6 – 6.5” High Output, High Quality Two-Way Loudspeaker.

An AV System are being supplied providing local control of CD, MP3, AM/FM Tuner, and DVD inputs within this space. Audio system loudspeakers and background music are zoned to receive emergency evacuation notification, paging, and program material from the existing main public address system. Equipment selection is centered around Denon Professional. DTV outlets are located at appropriate locations within this space. Viewing devices (TV's Flat Panel Screens, Video Displays, etc...) and mounts be owner supplied and contractor installed.

Infrastructure for game clocks is being provided. The Video/Scoreboard manufacturer is providing all game clocks.

Training Room

Room sound system with overhead speakers capable of standard quality voice reinforcement, in accordance with SPL and other performance characteristics as defined by the design team. Overhead distributed loudspeaker system are being design to provide even sound distribution throughout the space. Loudspeakers are equal to Community D6 – 6.5” High Output, High Quality Two-Way Loudspeaker.

An AV System is being supplied providing local control of CD, MP3 and AM/FM Tuner inputs within this space. Audio system loudspeakers and background music are being zoned to receive emergency evacuation notification, paging, and program material from the existing main public address system. Equipment selection is centered around Denon Professional.

DTV outlets are being located at appropriate locations within this space. Viewing devices (TV's Flat Panel Screens, Video Displays, etc...) and mounts are owner supplied and contractor installed.

Infrastructure for game clocks is being provided. The Video/Scoreboard manufacturer is providing all game clocks.

AUDIO VISUAL EXISTING SYSTEMS- continued

Coaches Locker Room

DTV outlets are being located at appropriate locations within this space. Viewing devices (TV's Flat Panel Screens, Video Displays, etc...) and mounts are owner supplied and contractor installed.

Infrastructure for game clocks be provided. The Video/Scoreboard manufacturer is providing all game clocks.

Officials Locker Room

Infrastructure for game clocks is being provided. The Video/Scoreboard manufacturer is providing all game clocks.

Analysis of Loudspeaker System SPL Requirements:

Loudspeaker/power amplifier acoustic performance is being designed to meet the requirements listed in the following paragraphs, and specified in the Program.

Loudness, or Sound Pressure Level (SPL) is required to be 100 dB (Coliseum) 90 dB (Locker and Training Rooms).

Frequency response are +/- 3 dB, 80 Hz – 8 kHz (Coliseum, Locker and Training Rooms)

Spatial variation within all room loudspeaker systems are +/- 3 for all Assembly areas, and +/- 5 dB for all other spaces.

Overall system Sound Pressure Level (SPL) is controlled by (1) loudspeaker directivity, (2) distances from loudspeakers to observers, (3) room reverberation time, (3) loudspeaker power handling capacity, and (4) amplifier power available to the loudspeaker. For spaces requiring 100 dB of undistorted Sound Pressure Level (SPL), speakers are passive and served by amplifiers remotely located.

Standard coaxial units (HF component in the center of the LF component) provide the required Sound Pressure Level (SPL). For rooms requiring 90 dB Sound Pressure Level (SPL) or less, standard 8" passive coaxial units serve the purpose.

Spatial variation in Sound Pressure Level (SPL) is controlled by the loudspeaker dispersion rating, and distance from loudspeakers to observers. In most cases, the loudspeaker spacing for Auditoriums, Press Conference and Meeting Rooms are 0.8 x the distance from loudspeaker to listener; for Public Circulation areas for general paging, the values generally are 1.4 x such distances.

STRUCTURED CABLING EXECUTIVE SUMMARY

NARRATIVE

The system specified is an industry standard Category 6 structured cable plant designed to comply with current Sam Houston State University standards, ANSI/TIA industry standards and BICSI telecommunications standards. The Category 6 structured cable system is capable of supporting voice and data applications within the facility and being certified and warranted for a minimum of fifteen (15) years.

The Category 6 structured cable plant are designed by a Registered Communications Distribution Designer (RCDD) with a minimum of 10 years design experience. The Category 6 structured cable plant is specified provide for all cable trays, conduits, pull-boxes, cables and communications outlets throughout the designated spaces. The Contractor is responsible to provide all materials, equipment, labor, testing, certification, etc., are necessary for a for a complete and functional industry standard Category 6 turn-key communications cable plant.

Intra-Building Horizontal Connectivity

Communications outlets are provided for network connections and wireless access in the Men's Coaches Locker Room, Women's Coaches Locker Room, Trainer's Office, Training Room, Men's Basketball Locker Room, Women's Basketball Locker Room, Women's Volleyball Locker room. Wireless access is only going to be provided for the Visitor's Locker Room, Official's Locker Room, Green Room and the Media Room.

All horizontal data and voice cables serving the workstations are routed from a new telecommunications room to the workstation locations within the arena using Superior Essex (or equivalent) Category 6 UTP cabling. Inside the telecommunications room(s) the horizontal data and voice outlets are going to be terminated on Leviton (or equivalent) rack mounted RJ-45 patch panels. At the workstation locations, the data and voice outlets are going to be terminated in an appropriately sized Leviton (or equivalent) two (2) position flush wall mounted faceplates with Leviton (or equivalent) RJ-45 8-pin modular jacks with connector specifications as defined by the ANSI/TIA/EIA 568-C Commercial Building Wiring Standard. Any unused faceplate position(s) have the appropriate number and color of blanks installed.

Grounding and Bonding

Grounding, bonding and lightning protection is designed and specified for the Category 6 structured cable plant as per industry standards.

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Environmental Impacts

PROJECT COST RESOURCES, INC.

October 13, 2015

Mr. Michael Hessert
Director - PBK Sports
9442 Capital of Texas Hwy, Suite 680
Austin, Texas 78759

Re: White Construction Estimate Review on the SHSU- Bernard G. Johnson Coliseum Renovation.

Dear Michael,

Project Cost Resources, Inc. has been retained by PBK Sports to provide oversight estimate review and cost estimate support for the Renovation of the Sam Houston State University, Bernard G. Johnson Coliseum. This process began with PCR attended a review meeting on Tuesday September 22, 2015 at the SHSU Facilities Management office with representatives of White Construction and SHSU Facilities Management staff.

Bob Hansen with PCR was presented the current Schematic Construction Budget estimate by the CM White Construction Company. During the approximately 2 hour meeting, White Construction discussed their estimating process and means and methods to complete the proposed renovation. At the conclusion of the meeting PCR joined White Construction and representatives of SHSU Facilities Maintenance group on a in depth tour of the coliseum project. During this tour representatives of White Construction discussed their approach, methods and pricing for the project.

In the following weeks, PCR reviewed the White Construction schematic design estimate for scope coverage and associated costs for this scope of work. PCR found the CM estimate provided good details and pricing that appeared to track with their discussion on approach and the means and methods to be used to complete the project. PCR provided questions and comments to the team regarding the estimate. These questions and comments were reviewed during an additional meeting on October 7, 2015 in Huntsville with SHSU staff and the design team. All questions and concerns were addressed to PCR's satisfaction.

For this reconciliation, Project Cost Resources, Inc. found the contractors estimate to include good scope coverage, accurate take-offs given the level of design, and appropriate pricing. The markups and general conditions appeared correct based on the complexity of the project. The contractors approach to this renovation project appears sound.

Please let me know if you have any questions.

Sincerely,



Bob Hansen
Vice President
Project Cost Resources, Inc.

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Phone 281.497.4171/Fax 281.497.3522



**WHITE CONSTRUCTION
COMPANY**

GENERAL CONTRACTING • CONSTRUCTION MANAGEMENT • DESIGN/BUILD

Design Development Construction IGMP
Version 2.0
for the
Bernard G. Johnson Coliseum Renovations
Sam Houston State University
Huntsville, TX

October 7, 2015



WHITE CONSTRUCTION COMPANY

GENERAL CONTRACTING • CONSTRUCTION MANAGEMENT • DESIGN/BUILD

Bernard G. Johnson Coliseum Renovations

Design Development Construction IGMP

General Qualifications and Clarifications

1. Low roof replacement [Rough Order of Magnitude] is not included in this Initial Guaranteed Maximum Price [IGMP].
2. Client programming will affect this IGMP proposal.
3. This IGMP proposal assumes BOR approval of the FGMP on or before November 19, 2015, CD Design Package Deliverable Dates per the attached Construction Schedule Data Date October 7, 2015, NTP for Mobilization on or before March 8, 2015, unencumbered access to the building starting on or before June 5, 2015 and that all facility events will be rescheduled to accommodate construction operations until construction is complete. At this time, White Construction Company believes that the project can be completed in 9 months provided that the sequencing of the work can be efficiently coordinated with Sam Houston State University [SHSU]. See the attached construction schedule, Data Date October 7, 2015 developed by White Construction Company for additional information.
4. This IGMP proposal includes Davis Bacon Wage Determination TX150312 dated 07/31/2015 [Modification 3].
5. The breakdown provided for this proposal is for accounting purposes only. A deletion of work from the scope proposed herein will be firmly priced at such time as directed by the Owner.
6. We have not included Builder's Risk insurance for the existing building content and structure. We assume the owner will provide insurance for this condition. We have included Builder's Risk Coverage for the value of the work performed by WCC for this IGMP.
7. A 7.5% Design Development and Pricing Allowance and a 3% Construction Managers contingency is included in the IGMP proposal.
8. Our IGMP proposal is based on the Owner having all site development and building permits issued as needed to avoid delay of the project.
9. Unless noted otherwise, our IGMP proposal is based on the assumption that the specified materials and equipment are available as required to meet the schedule. If they are not available as required, we assume the Owner/Architect will authorize alternate material or equipment selections.
10. This IGMP proposal assumes the CMR will be furnished complete Revit and CAD files as an aid in shop drawing preparation.
11. The IGMP proposal and Schedule anticipate BOR FGMP approval on November 19, 2015.
12. The IGMP proposal and Schedule anticipate the AE Construction Documents will be broken into several Buy-Out Packages. These packages and associated durations are noted in our attached schedule, Data Date October 7, 2015.
13. White Construction Company has included engineering fees for load bearing metal stud framing. All other design fees of any type including, but not limited to geotechnical, architectural, or engineering consultant fees are not included.
14. This IGMP proposal is based upon the revised Event Level Plan dated 9.02.15, revised architectural, engineering and consultant narratives issued by email September 18, 2015 4.32 pm by PBK Sports and as further modified by PBK in a document entitled Project Scope – Revised September 24, 2015.
15. This IGMP proposal reflects discussions and agreements made by all parties on October 7, 2015, at a meeting held at Sam Houston State University's facilities office regarding budget reconciliation, scope evaluation and appropriate contingency reduction.

General Exclusions:

1. Owner's construction contingency.
2. This IGMP Proposal specifically excludes Texas Remodeling and Sales Tax. This IGMP proposal assumes SHSU will issue a tax-exemption certificate to White Construction Company for this project.
3. Owners Protective Liability Insurance.

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4. Building and site development permit fees.
5. Capitol recovery fees, meter fees, tap fees, sidewalk use fees.
6. Street use fees and pedestrian walkways are not included within this proposal.
7. Laboratory and field testing.
8. Green building or LEED related costs.
9. Temporary construction parking. We assume the Owner will make available space in a nearby adjoining area.
10. Start-up power or utility company charges of any kind.
11. Relocation of utilities.
12. Security guard services.
13. Owner's furniture, fixtures and equipment material or installation of any kind.
14. Site signage including pylon and building signage.
15. Temporary irrigation or landscape maintenance, removal, or repairs of any kind required to support new or existing vegetation.
16. This IGMP proposal does not include Test & Balance nor Commissioning of MEP systems.
17. Mockups.
18. Abatement and removal of all Hazardous materials.
19. Off hours Fire Watch.

Division 1 Qualifications and Exclusions:

1. 'Dance' floors and new hollow metal doors were assumed to access mechanical mezzanines. This will require shoring of the structures below to ensure loads are safely conveyed into the mezzanine. Up to 160 existing seats will be required to be removed and reinstalled to accommodate these platforms.
2. Temporary conditioned air of any kind has not been included. Other special measures for such things as events has not been considered nor included. As has been discussed, WCC will remove the floor noted as replacement in Exhibit 2 to mitigate potential damage to floors to remain, as well as, to accommodate the installation of a new athletic floor. Cost of repair resulting from ANY damage to the remaining existing floor is not included and will be added by Change Order to this contract.
3. Temporary protection of the remaining athletic floor is not included. Cost of repair resulting from ANY damage to the remaining existing floor is not included and will be added by Change Order to this contract.
4. This IGMP proposal includes an allowance of \$86,000.00 for all work associated with the Coaches Temporary Office Compound.

Division 2 Qualifications and Exclusions:

1. This IGMP proposal has assumed that SHSU will provide asbestos abatement services under separate contract to this IGMP proposal. Should this scope be required within this project, additional construction time and services may be required.

Division 3 Qualifications and Exclusions:

1. New exposed concrete elements will not match existing aged concrete.
2. Elements of the project specified as stained concrete [not applicable at this time] may not exhibit a monolithic or uniform color appearance (especially with the use of shake-on pigments). The batching, mixing and application of this product inherently produces color variations even when expertly applied. The cementitious nature of this product frequently produces surface cracking during the hydration process. Due to the inability to match the unique colors of the original material, patching is not possible without aesthetic compromise.
3. This IGMP proposal excludes demolition, removal, adjustment or replacement of vomitory slabs, walls, and ceilings.
4. This IGMP proposal excludes demolition, removal, adjustment or replacement of ADA Wheel Chair Platform slabs, walls, and ceilings.

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5. This IGMP proposal includes 4" concrete housekeeping pads under washer and dryers in the Laundry Room.
6. The concourse walkway has assumed the use of epoxy flooring with waterproofing primer. WCC does not recommend this product system for this project due to existing slab conditions.
7. Concrete mechanical pads in the mezzanine are not included in this IGMP proposal and we have assumed the use of c channel bolted steel members under AHU's.

Division 4 Qualifications and Exclusions:

1. No CMU walls of any type have been provided within this IGMP proposal. All partitions have been assumed as metal stud and drywall partitions.

Division 5 Qualifications and Exclusions:

1. Elements of the project specified as galvanized steel may not exhibit a consistent look as galvanizers will not guarantee a uniform finish. If galvanized fabrications are modified or welded on site or bolted connections are utilized, it is standard practice to coat some surfaces with a zinc rich coating which will also produce an inconsistent finish.
2. Arena railings used the September 22nd meeting to determine locations for the guardrails. See Exhibit No. 1 for sketches of both the guardrail locations and railing design. This proposal excludes all other railings other than those noted in Exhibit No. 1.
3. Railings assumed the use of epoxy anchors per verbal direction provided in lieu of core drilling.
4. This IGMP proposal includes a \$25,000.00 installed allowance for miscellaneous metals allowance for Narrative Section 00 10 02 -5 A.4 Support for Mechanical Equipment.
5. This IGMP proposal includes an allowance of \$84,000.00 for steel framing supports necessary for retractable seating systems.

Division 6 Qualifications and Exclusions

1. This IGMP proposal made provision for cabinets per the room narratives. No other condition was considered. Cabinets assumed plastic laminate finish.
2. This IGMP proposal does not include wood base per the narratives. Rubber base has been assumed at all locations with this requirement.
3. This IGMP proposal does not include Storage Room Shelving of any type or kind.

Division 7 Qualifications and Exclusions:

1. Elements of the project specified as "plaster" or "stucco" may not exhibit a consistent look as the substrate, batching, mixing and application of these products inherently produces color, texture and profile variations even when expertly applied. The cementitious nature of this product frequently produces surface cracking during the hydration process. Uniformity in color and repair of minor surface cracking is most reliably produced with a separate acrylic coating.
2. This IGMP proposal does not include the lower roof rough order of magnitude budget. No work whatsoever has been assumed with the roof, roof drains, or any other component.
3. This IGMP proposal does not include in any exterior work of any kind, including but not limited to, caulking, washing, cleaning, reworking and/or repairing any exterior envelope items and systems.

Division 8 Qualifications and Exclusions:

1. This IGMP proposal assumed all doors to be HM doors per SHSU instructions. Doors are provided for only those areas renovated per the revised Event Level Plan dated 9.02.15.
2. This IGMP proposal assumes the removal and replacement of 6 column bays of aluminum storefront and glass [only] to allow for construction access to the nearest access points.
3. This IGMP proposal includes an allowance of \$85,000 for the complete scope of work providing a replacement door at the lower level entry. This allowance is based upon a door system by Industrial Door Contractors, Inc.
4. Aluminum door and frame [1 total unit] were included only at the Hydrotherapy Room.

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5. Fixed aluminum windows [3 total units] were included at the Hydrotherapy Room and Training Room Office.
6. This IGMP proposal includes a finish hardware allowance of \$650.00 per door leaf and \$1,250.00 for a door cipher lock for doors [5 total included]. These allowances are only applicable to doors.

Division 9 Qualifications and Exclusions:

1. This IGMP proposal assumed all walls are metal stud framing with gypsum wallboard. Only walls dashed or crosshatched on the Event Level Plan dated 9.02.15 were assumed to require STC 45 ratings [UL- U407]. Remainder of walls were assumed to terminate 6" above ceiling with one layer of gypsum wallboard on each side without insulation.
2. Engineered light gage framing walls and versadeck floor deck were assumed at the new [one location] storage area. This storage area is not shown on the documents. Concrete work at the hard lid is excluded.
3. This IGMP proposal does not include acoustical wall treatment per the audio visual narrative.
4. The new gym floor budget provided in WCC Estimate Section 096400 Gymnasium, is to be considered an allowance subject to final product selection including graphics. See Exhibit 2 for the extent of new flooring that WCC included within the IGMP.
5. A \$35.00 per yard carpet allowance has been included within this IGMP proposal. This allowance includes all subcontractor markups, installation, glue, and all other components necessary for a complete installation of same. This IGMP proposal includes an allowance of \$15,000.00 for carpet graphic inserts.
6. This IGMP proposal includes an allowance of \$80,000.00 for handicapped lift and finish out of Bearkat Lounge.

Division 10 Qualifications and Exclusions:

1. This IGMP proposal assumes 60 pre-manufactured lockers for SHSU players at an allowance of \$3,000.00 per unit including subcontractor mark-ups, installation, equipment, etc.
2. This IGMP proposal includes 14 lockers for SHSU coaches at an allowance of \$435.00 per unit including subcontractor mark-ups, installation, equipment, etc.
3. This IGMP proposal includes an allowance of \$15,000.00 for ceiling graphic panels.

Division 11 Qualifications and Exclusions:

1. This IGMP proposal assumes washers/dryers and ice machines are owner furnished contractor installed equipment.
2. This IGMP proposal does not include game clocks.
3. The IGMP proposal does not include repairs to the existing arena sound system and communication system.
4. The IGMP proposal includes an allowance of \$20,000.00 for CAT 6 cabling to support low voltage systems.
5. The IGMP proposal includes an allowance of \$50,000.00 for Audio-Visual work as directed by the Owner.
6. The IGMP proposal includes an allowance of \$3,645.00 for an Interior Signage and Graphics allowance.

Division 12 Qualifications and Exclusions:

1. Sun shading devices of any type have not been included within this IGMP proposal. It is possible such devices could have a positive effect on HVAC loads for this facility.

Division 13 Qualifications and Exclusions:

1. An allowance of \$35,000.00 has been included for each of the plunge pools. This allowance includes all equipment, installation, piping, etc.

Division 21 Qualifications and Exclusions:

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1. The addition of a fire protection system in any portion of the building is specifically excluded from this GMP proposal.

Division 22 Qualifications and Exclusions:

1. Existing plumbing systems scheduled for demolition in the locker room has been assumed to be completely removed.
2. All cold water plumbing lines exclude insulation.
3. Hot water recirculation water lines have been excluded from this IGMP proposal.
4. Removal and installation of new concourse drinking fountains is excluded from this IGMP proposal.

Division 23 Qualifications and Exclusions:

1. This IGMP proposal assumes that the building will be disconnected from the central plant, and all units will be removed as deemed appropriate by WCC personnel to meet the expedited schedule requirements.
2. This IGMP proposal does not include balancing of HVAC.
3. This IGMP proposal includes ductwork only within the new locker room as defined by the revised Event Level Plan dated 9.02.15 by PBK and the mechanical mezzanine in Item No. 4 below. No other ductwork whatsoever is included within this GMP proposal.
4. This IGMP proposal includes an allowance of \$157,015.00 for supply air adjustment and replacement necessary to connect new air handling units to existing ductwork.
5. This IGMP proposal includes a total of 15 fire dampers.
6. This IGMP proposal includes an allowance of \$375,000.00 for BAS controls for this project.

Division 26 Qualifications and Exclusions:

1. This IGMP proposal assumes that existing panel boards and breakers will be utilized for this construction. This IGMP proposal specifically excludes new electrical distribution panels and distribution/connection of same.
2. This IGMP proposal excludes moving the FACP.

Division 28 Qualifications and Exclusions:

1. This IGMP proposal does not include security systems, cameras, or access control measures.
2. This IGMP proposal excludes room sound systems.



White Construction Company
Austin, Texas
Design Development Construction IGMP [Revised]

Sam Houston State University
Bernard G. Johnson Coliseum Renovation
Huntsville, Texas
October 7, 2015

Spec. Section Number	Specification Title	Labor	Material	Subcontract	Total
010000	Project Management Costs	-	-	550,263	550,263
015100	Temporary Facilities	23,476	90,157	372,948	486,581
017250	Safety, First Aid and Debris Removal	44,547	4,052	24,211	72,810
017500	Final Clean Up	-	-	59,441	59,441
022500	Selective Demolition	-	-	493,400	493,400
022600	Asbestos Abatement	Performed by Owner	-	-	-
033100	Cast In Place Concrete	44,188	111,132	49,923	205,243
033600	Concourse Flooring	-	-	354,870	354,870
042200	Concrete Masonry Units	Deleted from Project	-	-	-
055100	Miscellaneous Metals	3,120	7,459	392,719	403,298
061100	Rough Carpentry	5,774	5,592	228	11,594
062200	Millwork	Deleted from Project	-	-	-
064100	Architectural Woodwork	-	-	35,430	35,430
064150	Countertops	-	-	18,011	18,011
075500	Modified Bituminous Roofing at Lower Level	Deleted from Project	-	-	-
079200	Caulking and Sealants	-	-	2,533	2,533
081100	Hollow Metal Doors and Frames	-	16,917	5,100	22,017
081200	Aluminum Doors and Frames	-	1,545	253	1,798
082100	Wood Doors	-	4,179	2,229	6,408
083300	Garage Entry Door Allowance	-	-	86,105	86,105
084100	Aluminum Storefront	1,386	1,871	52,868	56,125
085200	Aluminum Windows	-	836	304	1,140
087100	Finish Hardware	-	35,252	-	35,252
090000	Interior Finish Allowances	-	-	81,040	81,040
092200	Portland Cement Plaster	-	-	6,078	6,078
092900	Gypsum Wallboard	-	-	254,174	254,174
093100	Ceramic Tile	-	-	187,005	187,005
095100	Acoustic Ceilings	-	-	10,802	10,802
096400	Gymnasium Flooring	-	-	200,374	200,374
096500	Resilient Base	-	-	2,195	2,195
096800	Carpet	-	-	30,250	30,250
099100	Painting	-	-	80,168	80,168
099150	Power Wash Building	Deleted from Project	-	-	-
099600	Epoxy Flooring	In Section 033600	-	-	-
099800	Sealed Concrete	-	-	1,695	1,695
100000	Graphic Allowances	-	-	15,195	15,195
101150	Markerboards	389	2,051	-	2,440
101700	Phenolic Toilet Partitions	-	-	17,044	17,044
103400	Game Clock	By Others	-	-	-
104400	Interior Signage	-	-	3,692	3,692
105100	Wood Lockers	-	-	220,409	220,409
105200	Fire Extinguishers	648	1,823	-	2,471
108100	Toilet Accesories	-	-	18,190	18,190
111300	Audio Visual - Acoustic Performance Allowance	-	-	70,910	70,910
114100	Food Service Equipment	Owner Furnished/Installed	-	-	-
114500	Residential Equipment	658	3,368	-	4,026
126300	Stadium Seating	Deleted from Project	-	-	-
131250	Retractable Seating	-	-	430,525	430,525
131700	Plunge Pools	-	-	70,910	70,910
210000	Fire Protection System	Excluded from Proposal	-	-	-
220000	Plumbing	-	-	426,572	426,572
230000	Heating, Ventilating and Air Conditioning	-	-	2,952,387	2,952,387
260000	Electrical	-	-	703,915	703,915
285500	Surveillance and Access Control	Deleted from Project	-	-	-
	Sub Total	124,186	286,234	8,284,366	8,694,786

Labor	124,186
Labor Burden	47,191
Material	286,234
Material Sales Taxes	Tax Exempt
Subcontractor	8,284,366
Design Development Allowance	765,018
Const Manager Contingency	285,210
Fee and Overhead	408,009
Total IGMP Proposal	\$ 10,200,214

Qualifications to Proposal

1 This Proposal is subject to the White Construction Company document entitled Design Development Construction IGMP Version 2.0 dated October 7, 2015.



WHITE CONSTRUCTION COMPANY
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Sam Houston State University
Bernard G. Johnson Coliseum Renovation
Design Development Construction IGMP
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Project name Bernard G. Johnson Coliseum Renovation
Equipment rate table Standard
Report format Sorted by 'Spec Sect./Location'
'Detail' summary

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Item	Description	Takeoff Qty	Total		
			Unit Cost	Amount	
010000 Project Management Costs					
Mechanical					
001	General Conditions /LS	9.00	mo	39,079.222 /mo	351,713
001	Additional Supervision	1.00	ls	58,102.00 /ls	58,102
01986	General Conditions Adjustment [4.63%]	1.00	ls	140,448.00 /ls	140,448
	Mechanical				550,263
010000 Project Management Costs					
015100 Temporary Facilities					
Locker Room					
155	Power Drops for TACU Locker Room	3.00	ea	2,743.493 /ea	8,230
160	Temporary Air Conditioning Unit [TACU] for Locker Room Construction 5 ton portable unit [3 x 4 mos]	12.00	mo	1,772.75 /mo	21,273
	Locker Room				29,503
Mechanical					
015	Temp. Const. Fencing & Gates	1,400.00	lf	2.79 /lf	3,900
024	36" Reflective Cones	40.00	ea	28.263 /ea	1,131
030	Mockup Allowance RFI Notes #29 [deleted 8/31 meeting]	1.00	ls		
030	Screen Partitions for Shoring	160.00	lf	78.001 /lf	12,480
030	Dust & Sound Partitions [75 lft 8/31 Not Required for Floor Evacuation]	0.00	lf		
045	Temp Inside Elevator	1.00	ls	1,519.50 /ls	1,520
065	Job Office Inside Building	1.00	ls	1,519.50 /ls	1,520
070	Coaches Office Rental & Setup	1.00	ls	75,910.350 /ls	75,910
070	Power Connection for Trailer	1.00	ls	10,130.00 /ls	10,130
090	Project Signs - Safety Directional	16.00	ea	278.58 /ea	4,457
155	Power Drops for TACU Mechanical Mezzanine	4.00	ea	2,743.493 /ea	10,974
155	Power Drops for Mechanical Mezzanine Temporary Power	1.00	ls	8,686.48 /ls	8,686
160	Temporary Air Conditioning Unit [TACU] for Mechanical Mezzanine 5 ton portable unit [4 x 4 mos]	16.00	mo	1,772.75 /mo	28,364
160	Rerouting of TACU Ductwork	8.00	ea	1,519.50 /ea	12,156
005	Set Up and Take Down, Clean Ramp at Concourse Level [2L]	16.00	x	648.320 /x	10,373
008	Mechanical Landing Platform [40'-0" x 18'-0"] Shoring varies from 3 to 12 feet	4.00	ls	22,737.433 /ls	90,950
008	Ramp at Concourse Level [12 feet x 26 feet] Shoring varies from 6" to 30"	4.00	ls	3,792.673 /ls	15,171
008	Scissor Lift at Concourse Level [Will not be Required, Dance Floor has hoist]	4.00	mo		
008	Lift at Concourse Level	4.00	mo	5,662.67 /mo	22,651
008	Safety Rail at Platforms [252 lin feet - Part of Dance Floor Pricing]	0.00	lf		
008	Wall Protection including Painting	320.00	lf	57.741 /lf	18,477



Sam Houston State University
 Bernard G. Johnson Coliseum Renovation
 Design Development Construction IGMP
 10/7/2015
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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
Mechanical					
008	Remove Wall Protection	320.00 lf	20.26 /lf		6,483
10	Temporary Partition 8 feet to 20 feet	180.00 lf	109.201 /lf		19,656
95	Remove Door and Frame at Col Line 18.5/ Rework Edges for New Paired Door [including new locations]	4.00 ea	3,039.00 /ea		12,156
172	Reshore Slab at Event Floor including Walls to Hide Shoring	4.00 ls	5,824.75 /ls		23,299
172	Reshore PC Slab at Seating Arena including Walls to Hide Shoring [4 LS -Part of Dance Floor budget]	0.00 ls			
10	Replace Single Door at Mezzanine Level Col Line 18.5 with New 4'-0" x 8'-0" Paired HM Door including Hardware and Paint	4.00 ea	3,039.00 /ea		12,156
02	Plaster Repair Allowance at Shoring	4.00 loc	4,052.00 /loc		16,208
10	Remove and Reinstall Seating at Arena for Platforms [40 =(8x5) per location]	160.00 ea	177.28 /ea		28,364
10	Temporary Exhaust Fan and Ductwork to Remove Fumes from Mezzanine	4.00 ls	1,519.50 /ls		6,078
	Mechanical				453,250
Stor Rm-Seating					
008	Paint Existing Wall Allowance	1.00 ls	3,545.50 /ls		3,546
	Stor Rm-Seating				3,546
Temp Facilities					
005	Temp, Roads, Staging & Parking [8/31 meeting - Space 5 blocks away not required - 1,500 sft]	0.00 sf			
024	36" Reflective Cones	10.00 ea	28.263 /ea		283
	Temp Facilities				283
	015100 Temporary Facilities				486,581
	017250 Safety, First Aid and Debris Removal				
Project					
020	Fire Extinguishers (1 per 3000sf)	15.00 ea	106.37 /ea		1,595
045	Floor Opening Rails & Covers	1.00 ls	4,558.50 /ls		4,559
010	Progressive Clean-up [Man - Weeks]	53.00 wk	810.40 /wk		42,951
015	Dumpsters	36.00 ld	658.45 /ld		23,704
	Project				72,809
	017250 Safety, First Aid and Debris Removal				72,809
	017500 Final Clean Up				

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Sam Houston State University
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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
Events					
020	Final Cleaning [x--] [8/31 meeting - Reduced event schedule will require far fewer cleanings]	3.00 X	9,117.00 /X		27,351
025	Wash Windows	3.00 X	4,558.50 /X		13,676
	Events				41,027
Locker Room					
020	Final Cleaning [x1]	10,397.00 sf	0.46 /sf		4,739
	Locker Room				4,739
Mechanical					
020	Final Cleaning [x1]	30,000.00 sf	0.304 /sf		9,117
025	Wash Windows	6,000.00 sf	0.76 /sf		4,559
	Mechanical				13,676
	017500 Final Clean Up				59,441

022500 Selective Demolition

Locker Room					
65	Remove Above Ceilings MEP Systems in the Locker Room.	8,297.00 sf	1.114 /sf		9,245
70	Sawcut Floor	565.00 lf	6.13 /lf		3,463
85	Demo Concrete Floor Slab	7,770.00 sf	5.683 /sf		44,156
85	Remove CMU Partitions [avg 13.34 feet high]	1,001.00 lft	35.66 /lft		35,693
95	Remove Overhead Door	3.00 ea	1,519.50 /ea		4,559
255	Sawing concrete wall, 12" for New Door Installation	48.00 lf	55.83 /lf		2,680
	Locker Room				99,796
Mechanical					
01	Remove 5" SS line under Slab to be Removed	197.00 lf	18.943 /lf		3,732
01	Remove plumbing lines underslab	1.00 ls	5,014.350 /ls		5,014
01	Totally Remove all Piping, Valves, etc from Main Mechanical Room [00 10 00 - 3 III.A.5]	1.00 ls	40,114.800 /ls		40,115
02	Demolition Bid Miscellaneous Work	1.00 ls	33,429.00 /ls		33,429
40	Demo Plaster to Shore Walls	1,246.00 sf	5.572 /sf		6,942
135	Remove Chilled/Hot Water Piping Supports	110.00 ea	24.52 /ea		2,697
145	Remove AHU's	23.00 ea	4,457.20 /ea		102,516
145	Remove CW and HW pumps in Mechanical Room	3.00 ea	835.73 /ea		2,507
230	Saw Concrete Slab and Wall Allowance fr 00 10 02-5 Page B.4	1.00 ls	22,286.00 /ls		22,286
255	Sawing and Demolish Pre Cast Concrete wall, 8" for New Door Installation	17.00 lf	412.95 /lf		7,020
255	Sawing and Demolish Pre Cast Concrete wall, 8" for MEP Chase Access	55.00 lf	227.93 /lf		12,536
05	Remove 1.5" CHWS/R with Asbestos [Abatement by Others]	344.00 lf	22.29 /lf		7,666
05	Remove 2.0" CHWS/R with Asbestos [Abatement by Others]	258.00 lf	22.29 /lf		5,750
05	Remove 2.5" CHWS/R with Asbestos [Abatement by Others]	666.00 lf	22.29 /lf		14,842

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Item	Description	Takeoff Qty	Total	
			Unit Cost	Amount
Mechanical				
05	Remove 3.0" CHWS/R with Asbestos [Abatement by Others]	722.00 lft	22.29 /lft	16,090
05	Remove 4.0" CHWS/R with Asbestos [Abatement by Others]	456.00 lft	22.29 /lft	10,162
05	Remove 5.0" CHWS/R with Asbestos [Abatement by Others]	440.00 lft	23.30 /lft	10,252
05	Remove 6.0" CHWS/R with Asbestos [Abatement by Others]	518.00 lft	26.34 /lft	13,643
05	Remove 8.0" CHWS/R with Asbestos [Abatement by Others]	102.00 lft	28.364 /lft	2,893
05	Remove Connections to AHU's [Abatement by Others]	22.00 ea	126.63 /ea	2,786
05	Demolition Mobilizations [8/31 With Event Schedule modified, fewer Mobilizations Req'd- 6 to 2]	2.00 ea	1,266.25 /ea	2,533
	Mechanical			325,411
Stor Rm-Seating				
15	Sawcut Slab for Footings 4' x 4' [8/31 meeting - will leave slab in place and use CFMF wall - 4 each]	0.00 ea		
75	Sawcut Wall at PC Risers	28.00 lf	100.29 /lf	2,808
90	Remove Precast Risers [Does not appear to tie to wall - See 7/S-7 As Built]	132.00 lft	334.29 /lft	44,126
95	Remove Seating from PC Risers, Salvage and Turnover to Owner.	60.00 ea	222.86 /ea	13,372
95	Remove Railings	667.00 lf	4.46 /lf	2,973
110	Remove Retractable Bleachers	2,200.00 sf	0.84 /sf	1,839
255	Sawing concrete wall, 12" for New Door Installation	2.00 ea	1,537.74 /ea	3,075
	Stor Rm-Seating			68,193
	022500 Selective Demolition			493,400
	022600 Asbestos Abatement			

Locker Room				
05	Abatement Mobilizations	2.00 ea		
05	Containment Protection Allowance	1.00 ls		
15	Remove VCT with up to 5% Asbestos [Assume Event Level in All Renovated Areas]	7,395.00 sf		
Mechanical				
05	Remove 1.5" CHWS/R with Asbestos [Abatement by Others]	344.00 lf		
05	Remove 2.0" CHWS/R with Asbestos [Abatement by Others]	258.00 lf		
05	Remove 2.5" CHWS/R with Asbestos [Abatement by Others]	666.00 lf		
05	Remove 3.0" CHWS/R with Asbestos [Abatement by Others]	722.00 lft		
05	Remove 4.0" CHWS/R with Asbestos [Abatement by Others]	456.00 lft		

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
Mechanical					
05	Remove 5.0" CHWS/R with Asbestos [Abatement by Others]	440.00	lft		
05	Remove 6.0" CHWS/R with Asbestos [Abatement by Others]	518.00	lft		
05	Remove 8.0" CHWS/R with Asbestos [Abatement by Others]	102.00	lft		
05	Remove Connections to AHU's [Abatement by Others]	22.00	ea		
05	Clean Asbestos From Ceilings for Installation of Hangars [Abatement by Others]	108.00	ea		
05	Abatement Mobilizations	6.00	ea		
05	Containment Protection Allowance	1.00	ls		
022600 Asbestos Abatement					0
033100 Cast In Place Concrete					
Laundry Pads					
210	Form Equip.Pad Edge LF	40.00	lf	6.99 /lf	280
12	Plastic Chairs	200.00	ea	0.23 /ea	45
18	Rebar Per Take-Off	0.033	tn	2,241.50 /tn	74
24	Drill and Epoxy Dowels	40.00	ea	45.59 /ea	1,823
40	3000 PSI HR	0.44	cy	250.74 /cy	109
370	Place Monolithic Foundation	0.44	cy	189.98 /cy	83
195	Finish Mono.Equip.Slab	32.00	sf	1.14 /sf	36
04	Curing Compound Horiz.Surface	32.00	sf	0.213 /sf	7
Laundry Pads					2,457
Locker Room					
40	Excav. Pits/Trenches	21.41	cy	48.092 /cy	1,030
50	Excav. Grade Beams	73.90	cy	48.092 /cy	3,554
65	Haul-off Spoil	95.31	cy	22.793 /cy	2,172
80	Grade For Slab	7,770.00	sf	0.304 /sf	2,361
90	Cushion Sand	98.00	cy	42.55 /cy	4,170
62	Form Hydrotherapy Formwork [One Side]	360.00	sf	9.50 /sf	3,419
62	Form Perimeter Grade Beams [One Side]	252.00	sf	9.50 /sf	2,393
62	Form Stairs onto Pool Deck	54.00	lf	9.50 /lf	513
132	Form Slab on Grade - Hydrotherapy Slab Forms	60.00	sf	7.60 /sf	456
132	Form Slab on Grade - Miscellaneous Locations	1.00	ls	4,558.50 /ls	4,559
144	Form Recessed Form @ SOG	15.00	loc	121.56 /loc	1,823
270	Expan. Jt. Material >12" Matl.	565.00	sf	3.31 /sf	1,869
12	Plastic Chairs	1,500.00	ea	0.23 /ea	337
18	Rebar Per Take-Off [Thickened Slabs]	6.65	tn	2,241.262 /tn	14,904
18	Rebar Per Take-Off [SoG]	5.10	tn	2,241.263 /tn	11,430
24	Drill and Epoxy Dowels #3@24" oc	285.00	ea	24.312 /ea	6,929
50	4000 PSI HR	231.00	cy	265.913 /cy	61,426
245	Place Slab on Fill	231.00	cy	12.16 /cy	2,808
385	Pump Concrete	231.00	cy	48.47 /cy	11,196
390	Prime Conc. Pump	2.00	ea	531.83 /ea	1,064
50	Trowel Slab on Grade	7,770.00	sf	1.52 /sf	11,807
200	Saw Cut Floor Slab CJ	1,000.00	lf	4.56 /lf	4,559
04	Curing Compound Horiz.Surface	7,770.00	sf	0.213 /sf	1,653
35	15mil Stegowrap Vapor Barrier	9,000.00	sf	0.483 /sf	4,349

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Item	Description	Takeoff Qty	Unit Cost	Total		
				Amount		
Locker Room					160,780	
Lounge						
	40 Excav. Pits/Trenches	1.11 cy	48.10 /cy		53	
	50 Excav. Grade Beams	3.70 cy	48.10 /cy		178	
	65 Haul-off Spoil	4.44 cy	22.80 /cy		101	
	80 Grade For Slab	370.00 sf	0.304 /sf		112	
	90 Cushion Sand	4.81 cy	42.55 /cy		205	
	62 Form Hydrotherapy Formwork [One Side]	20.35 sf	9.50 /sf		193	
	132 Form Slab on Grade - Hydrotherapy Slab Forms	2.96 sf	7.60 /sf		22	
	144 Form Recessed Form @ SOG	0.74 loc	121.57 /loc		90	
	270 Expan. Jt. Material >12" Matl.	26.27 sf	3.31 /sf		87	
	12 Plastic Chairs	72.52 ea	0.23 /ea		16	
	18 Rebar Per Take-Off [Thickened Slabs]	0.37 tn	2,241.24 /tn		829	
	18 Rebar Per Take-Off [SoG]	0.37 tn	2,241.24 /tn		829	
	24 Drill and Epoxy Dowels #3@24" oc	12.95 ea	24.312 /ea		315	
	50 4000 PSI HR	11.10 cy	265.913 /cy		2,952	
	245 Place Slab on Fill	11.10 cy	12.16 /cy		135	
	385 Pump Concrete	11.10 cy	48.624 /cy		540	
	390 Prime Conc. Pump	0.40 ea	531.830 /ea		213	
	50 Trowel Slab on Grade	370.00 sf	1.52 /sf		562	
	200 Saw Cut Floor Slab CJ	48.47 lf	4.56 /lf		221	
	04 Curing Compound Horiz.Surface	370.00 sf	0.213 /sf		79	
	35 15mil Stegowrap Vapor Barrier	436.23 sf	0.483 /sf		211	
Lounge					7,944	
Mechanical						
	84 Form Chamfer Strip @ Equipment Pad [8/31 meeting - no concrete mechanical pads are required - Delete pricing]	1,196.00 lf				
	210 Form Equip.Pad Edge LF	1,196.00 lf				
	12 Plastic Chairs	700.00 ea				
	18 Rebar Per Take-Off	2.54 tn				
	24 Drill and Epoxy Dowels	1,196.00 ea				
	40 3000 PSI HR	44.04 cy				
	370 Place Monolithic Foundation	44.04 cy				
	155 BFP Vertical	1,196.00 sf				
	195 Finish Mono.Equip.Slab	2,202.00 sf				
	04 Curing Compound Horiz.Surface	2,202.00 sf				
Mechanical Rm						
	84 Form Chamfer Strip @ Equipment Pad	246.00 lf	3.04 /lf		748	
	210 Form Equip.Pad Edge LF [15'-0" x 10'-0" - 3 ea and 8'-0" x 4'-0" - 4ea]	246.00 lf	11.02 /lf		2,710	
	12 Plastic Chairs	100.00 ea	0.23 /ea		22	
	18 Rebar Per Take-Off	0.67 tn	2,241.27 /tn		1,502	
	24 Drill and Epoxy Dowels	246.00 ea	24.312 /ea		5,981	
	40 3000 PSI HR	11.77 cy	250.72 /cy		2,951	
	370 Place Monolithic Foundation	11.77 cy	341.89 /cy		4,024	
	155 BFP Vertical	246.00 sf	0.67 /sf		164	
	195 Finish Mono.Equip.Slab	578.00 sf	1.52 /sf		878	
	04 Curing Compound Horiz.Surface	578.00 sf	0.213 /sf		123	
Mechanical Rm					19,103	
Stor Rm-Seating						
	178 Shore Metal Deck	1,150.00 sf	0.532 /sf		612	

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				Unit Cost	Amount
Stor Rm-Seating					
180	Clean Deck for Pour	1,150.00	sf	0.46 /sf	524
12	Plastic Chairs	200.00	ea	0.23 /ea	45
12	Plastic Chairs	100.00	ea	0.23 /ea	22
12	Plastic Chairs	50.00	ea	0.23 /ea	11
18	Rebar Per Take-Off	0.07	tn	2,241.300 /tn	157
24	Drill and Epoxy Dowels	10.00	ea	24.312 /ea	243
40	3000 PSI HR	4.273	cy	250.72 /cy	1,071
40	3000 PSI HR	22.08	cy	250.72 /cy	5,536
40	3000 PSI HR	3.54	cy	250.72 /cy	888
310	Place Slab on Metal Deck	22.08	cy	174.743 /cy	3,858
95	Trowel Finish Slab on Deck	1,150.00	sf	1.52 /sf	1,747
04	Curing Compound Horiz.Surface	1,150.00	sf	0.213 /sf	245
	Stor Rm-Seating				14,960
	033100 Cast In Place Concrete				205,243
	033600 Concourse Flooring				
Option No. 1					
50	Concrete Flooring at Concourse - Epoxy	15,696.00	sf	20.26 /sf	318,001
50	Concrete Flooring at Concourse - Epoxy [Locker Room]	1,674.00	sf	20.26 /sf	33,915
50	Concrete Flooring at Concourse - Epoxy Handwork at Edge	2,621.00	lf		
50	Concrete Flooring at Concourse - Epoxy Base	324.00	lf	9.12 /lf	2,954
	Option No. 1				354,870
Option No. 2					
50	Concrete Flooring at Concourse - Grind Down Floor [No Pricing]	17,370.00	sf		
50	Concrete Flooring at Concourse - Grind Down Floor Handwork at Edge	2,621.00	lf		
	033600 Concourse Flooring				354,870
	042200 Concrete Masonry Units				
Locker Room					
10	4" Thick CMU Wall	3,402.00	sf	22.69 /sf	77,189
15	6" Thick CMU Wall	6,030.00	sf	24.70 /sf	148,916
20	8" Thick CMU Wall	6,310.00	sf	25.54 /sf	161,139
20	8" Thick CMU Wall Fill In Coiling Doors	128.00	sf	25.54 /sf	3,269
20	Overtime Allowance for 7 day schedule in lieu of 17 calendar day. Will require 2 shifts.	1.00	ls	157,015.00 /ls	157,015
20	8/31 Meeting - Delete all CMU and replace with drywall	-1.00	ls	547,526.50 /ls	(547,527)
	Locker Room				0

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Item	Description	Takeoff Qty	Total	
			Unit Cost	Amount
042200 Concrete Masonry Units				0
055100 Miscellaneous Metals				
Arena Gdrails				
290	Core Drill Walls and Floors to Install Guardrails, 3" Dia. x 6" Deep Grout Back Railings [8/31 - Core Drilling will not be allowed]	140.00 ea		
20	Grout Original Blockout for Railing	140.00 ea	34.442 /ea	4,822
05	Steel Material and Labor Budget [8/31 meeting use chemical anchors]	1.00 ls		
05	8/31 Meeting- Use VersaDeck over Storage Rooms	1,265.00 sf	4.933 /sf	6,241
65	WF Beams Framing for ADA Platform [8.5 ton per side] [8/31 deleted for CFMF and Versadeck] [Deleted from scope]	17.00 ton		
65	TS framing for Retractable Seating Supports Assumes TS 4x4X1/4 framing 48" oc vert and kickers to existing walls	224.00 lf	379.88 /lf	85,092
20	Convenience Rails with 2" x 1/2" flat stock [See 00 100 01 -9 Paragraph D.4] [Deleted from scope]	0.00 lf		
20	Wall Rails [Deleted from scope]	0.00 lf		
20	Guardrails with 2" x 1/2" flat stock with 3/16" SS cable with turnbuckles [See 00 100 01 -7 Paragraph D]	456.00 lf	221.27 /lf	100,899
20	Guardrails with 2" x 1/2" flat stock with 3/16" SS cable with turnbuckles and Handrail at Steps [See 00 100 01 -7 Paragraph D]	211.00 lf	256.73 /lf	54,169
Arena Gdrails				251,222
Locker Room				
05	Grout HSS Connection	48.00 lf		
70	HSS Framing Support at New Exterior Door Opening	1,500.00 lbs	4.31 /lbs	6,458
10	Miscellaneous Steel Allowance for Toilet Partitions, Lavatories, etc.	1.00 ls	8,104.00 /ls	8,104
Locker Room				14,562
Mechanical				
05	Misc. Metals Material and Labor Allowance for 00 10 02 -5 A.4 Support for Mechanical Equipment [8/31 meeting - reduce to \$25,000 total for misc]	25.00 ea	1,013.00 /ea	25,325
05	C6 x 12 bolted mechanical equipment frame [galvanized] with 10 isolators [768#/each]	25.00 ea	4,378.19 /ea	109,455
10	Steel Support for PC Wall to Support Door	1.00 ea	2,735.10 /ea	2,735
Mechanical				137,515
055100 Miscellaneous Metals				403,299

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Item	Description	Takeoff Qty	Unit Cost	Total	Amount
061100 Rough Carpentry					
Locker Room					
34	Miscellaneous Blocking	1,500.00	lf	2.99 /lf	4,483
65	Fiber Cement Panels 5/8" inside Storage Rooms	2,160.00	sf	3.292 /sf	7,111
	Locker Room				11,594
061100 Rough Carpentry					11,594
062200 Millwork					
Locker Room					
14	Stained Wood Base [8/31 meeting replace with rubber base]	0.00	lf		
062200 Millwork					0
064100 Architectural Woodwork					
Locker Room					
15	Base Cabinet [Green Room]	9.00	lf	278.58 /lf	2,507
15	Base Cabinet [Locker Rooms]	46.00	lf	278.58 /lf	12,814
20	Wall Cabinet	46.00	lf	227.93 /lf	10,485
25	28" Countertops	26.00	lf	126.63 /lf	3,292
25	Restroom Countertops	26.00	lf	126.63 /lf	3,292
30	Shelf Units [Storage Room - Considered FF&E]	0.00	lf		
05	24" Shelf and Hook for Visitors Locker Room	40.00	ea	75.98 /ea	3,039
	Locker Room				35,430
064100 Architectural Woodwork					35,430
064150 Countertops					
Locker Room					
15	Quartz Countertops	193.00	sf	86.11 /sf	16,618
25	Countertop Cut Outs for Lavatories	11.00	ea	126.63 /ea	1,393
	Locker Room				18,011
064150 Countertops					18,011
075500 Modified Bituminous Roofing at Lower Level					

Envelope

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
Envelope					
165	Core Drill and Install Scuppers for Roof Drainage [Deleted from Project Scope]	0.00	ls		
075500 Modified Bituminous Roofing at Lower Level					0
079200 Caulking and Sealants					
<hr/>					
Envelope					
008	Manlift to Access Panels [Deleted from scope]	0.00	mo		
15	Repair Glass Joints with Sealants [Deleted from scope]	0.00	lf		
15	Bldg. Sealant Bid - Miscellaneous Repairs [Deleted from scope]	0.00	ls		
24	Remove and Grind Existing Caulk at PC Panels and Replace [Deleted from scope]	0.00	lf		
<hr/>					
Locker Room					
15	Bldg. Sealant Bid - Miscellaneous Locker Room	1.00	ls	2,532.50 /ls	2,533
079200 Caulking and Sealants					2,533
081100 Hollow Metal Doors and Frames					
<hr/>					
Locker Room					
10	4'-0" x 8'-0" 45 min HM Doors [Paired] and Frame	1.00	pair	1,722.10 /pair	1,722
10	3'-0" x 8'-0" 45 min HM Doors [Paired] and Frame	2.00	pair	1,671.45 /pair	3,343
15	3'-0" x 8'-0" HM Doors [Single] and Frame	16.00	ea	835.73 /ea	13,372
15	3'-0" x 8'-0" HM Door Frame	11.00	ea	278.58 /ea	3,064
30	6'-0" x 8'-0" Paired HM Door Frame	1.00	ea	379.88 /ea	380
35	Vision Glass at Door	1.00	ea	136.76 /ea	137
Locker Room					22,018
081100 Hollow Metal Doors and Frames					22,018
081200 Aluminum Doors and Frames					
<hr/>					
Locker Room					
15	3'-0" x 8'-0" Alum Doors [Single] and Frame with Full Glass and Frame [8/31 meeting - will be aluminum]	1.00	ea	1,798.08 /ea	1,798
Locker Room					1,798

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Item	Description	Takeoff Qty	Unit Cost	Total	Amount
081200 Aluminum Doors and Frames					1,798
082100 Wood Doors					
<hr/>					
Locker Room					
10	3'-0" x 8'-0" Solid Core Wood Doors Locker Room	11.00 ea	582.48 /ea		6,407
082100 Wood Doors					6,407
<hr/>					
083300 Garage Entry Door Allowance					
<hr/>					
Locker Room					
70	Door Replacement Assembly Allowance [Industrial Door Contractors] Locker Room	1.00 ea	86,105.00 /ea		86,105
083300 Garage Entry Door Allowance					86,105
<hr/>					
084100 Aluminum Storefront					
<hr/>					
Mechanical					
10	Insulated Glass Replacement at Windows for Construction Access	912.00 sf	38.494 /sf		35,107
10	Plywood Infill of Storefront Systems during Construction	912.00 sf	2.533 /sf		2,310
Mechanical					37,416
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Option No. 1					
10	Insulated Glass Replacement at Windows for Construction Access	456.00 sf	38.494 /sf		17,553
10	Plywood Infill of Storefront Systems during Construction	456.00 sf	2.533 /sf		1,155
Option No. 1					18,708
084100 Aluminum Storefront					56,124
<hr/>					
085200 Aluminum Windows					
<hr/>					
Locker Room					
10	48" x 48" Aluminum Windows at Treatment Office	3.00 ea	379.88 /ea		1,140

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
	Locker Room				1,140
	085200 Aluminum Windows				1,140
	087100 Finish Hardware				
<hr/>					
Locker Room					
	10 Hardware Sets	42.00 lvs	658.45 /lvs		27,655
	10 Cipher Locks	5.00 ea	1,519.50 /ea		7,598
	Locker Room				35,252
	087100 Finish Hardware				35,252
	090000 Interior Finish Allowances				
<hr/>					
Lounge					
	50 Lounge Allowance	800.00 sf	101.30 /sf		81,040
	Lounge				81,040
	090000 Interior Finish Allowances				81,040
	092200 Portland Cement Plaster				
<hr/>					
Locker Room					
	02 Portland Cement Plaster [No longer required in Hydrotherapy Pool area]	0.00 sf			
Mechanical					
	02 Plaster at Head/Soffit for Exterior Doors and Storefront for OA Louvers	4.00 ea	1,519.50 /ea		6,078
	Mechanical				6,078
	092200 Portland Cement Plaster				6,078
	092900 Gypsum Wallboard				
<hr/>					
Locker Room					
	20 FRP Wall Panels	380.00 sf	8.104 /sf		3,080
	50 Gypsum Board Ceilings and Suspension	6,683.00 sf	6.13 /sf		40,958
	100 5/8" Gypsum Wallboard 1 Side on Hat Channels [8/31 meeting - use drywall partitions 6,885 sf]	0.00 sf			
	100 5/8" Gypsum Wallboard 1 Side on Hat Channels [325 lin feet x 10 feet]	3,250.00 sf	4.923 /sf		16,000
	128 4" Metal Stud Partition with 5/8" Gyp Board each Side with insulation [10'-6"]	577.00 lf	81.63 /lf		47,099
	138 6" Metal Stud Partition with 5/8" Gyp Board [two layers each side] with insulation [13'-4"]	0.00 lf			

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Item	Description	Takeoff Qty		Total	
				Unit Cost	Amount
Locker Room					
138	6" Metal Stud Partition STC Partition with 5/8" Gyp Board [two layers each side] with insulation [13'-4"] UL U407	674.00	If	165.73 /lf	111,700
138	6" Metal Stud with Sheating for Versadeck Framing at Shoring	135.00	If	165.73 /lf	22,373
138	Texas Engineering for Metal Stud Framing	1.00	Is	3,039.00 /ls	3,039
138	Metal Stud Framing, Durock and Plaster Finish at Infill [8/31 meeting]	0.00	Sf		
138	Furrdow over SHSU Lockers	210.00	If	44.94 /lf	9,437
	Locker Room				253,685
Mechanical					
10	Permanent Partition at Coaches Office to Hide Sawcut PC	12.00	If	40.723 /lf	489
50	Trench and Repair Ceilings for installation of new DDC Control System [8/31 meeting- use remote control points]	0.00	Is		
	Mechanical				489
	092900 Gypsum Wallboard				254,174
	093100 Ceramic Tile				
Locker Room					
10	Ceramic Wall Tile - SHSU Rest Room at Locker Room	2,097.00	Sf	26.34 /sf	55,231
10	Ceramic Wall Tile - Visitor Rest Room at Locker Room	1,008.00	Sf	26.34 /sf	26,549
10	Ceramic Wall Tile - Officials Rest Room at Locker Room	909.00	Sf	26.34 /sf	23,941
10	Ceramic Wall Tile at Hydrotherapy Pool Room	621.00	Sf	32.42 /sf	20,130
10	Ceramic Wall Tile - SHSU Coaches Rest Room	945.00	Sf	26.34 /sf	24,889
25	Ceramic Floor Tile	1,169.00	Sf	16.21 /sf	18,947
35	Waterproofing Membrane at Shower	1,169.00	Sf	5.07 /sf	5,921
40	Shower Pans	15.00	ea	759.75 /ea	11,396
	Locker Room				187,005
	093100 Ceramic Tile				187,005
	095100 Acoustic Ceilings				
Locker Room					
10	Acoustic Ceiling Complete	2,145.00	Sf	4.812 /sf	10,321
	Locker Room				10,321
Mechanical					
10	Acoustic Ceiling Complete at Coaches Office Rebuild	100.00	Sf	4.812 /sf	481

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
	Mechanical				481
	095100 Acoustic Ceilings				10,802
	096400 Gymnasium Flooring				
Gym Floor					
20	Gym Floor New [See Sheet A103] - Includes ADA Ramps [8/31 Meeting - Provide Alternate Budget]	8,433.00 sf	21.273 /sf		179,395
30	Remove Existing Wood Floors	10,355.00 sf	2.03 /sf		20,979
	Gym Floor				200,374
	096400 Gymnasium Flooring				200,374
	096500 Resilient Base				
Locker Room					
25	4" Rubber Base [8/31 meeting revise wood stained base to rubber base]	1,548.00 lf	1.42 /lf		2,195
	Locker Room				2,195
	096500 Resilient Base				2,195
	096800 Carpet				
Locker Room					
15	Glue Down Carpet [\$45.00/syd installed allowance - Changed to \$35.00 to 8/31 meeting]	1,673.00 sf	4.44 /sf		7,423
20	Carpet at SHSU Locker Rooms	1,620.00 sf	4.44 /sf		7,188
30	Carpet Insert Graphics	3.00 ea	5,065.00 /ea		15,195
	Locker Room				29,806
Mechanical					
15	Glue Down Carpet at Coaches Office Rebuild	100.00 sf	4.44 /sf		444
	Mechanical				444
	096800 Carpet				30,250
	099100 Painting				
Locker Room					
05	Painting Budget	1.00 ls			
15	Tape-Bed Gypsum Wallboard Only	10,589.00 sf	0.56 /sf		5,900
25	Tape, Float and Paint Gypsum Wallbd Ceilings	5,034.00 sf	1.27 /sf		6,374

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Item	Description	Takeoff Qty	Total	
			Unit Cost	Amount
Locker Room				
25	Tape, Float Gypsum Wallbd Ceilings where trenched [Deleted at 8/31 meeting]	0.00	sf	
30	Tape, Float and Paint Gypsum Wallbd Partitions	18,029.00	sf	1.17 /sf 21,003
55	Paint CMU [Exposed to View Only]	0.00	sf	
115	Paint HM Doors Roller 2 Coats Sub / ea	16.00	ea	70.91 /ea 1,135
125	Paint HM Frames Brush 2 Coats Sub / ea	27.00	ea	35.46 /ea 957
10	Epoxy Painting on Ceiling	1,649.00	sf	3.04 /sf 5,011
15	Epoxy Painting on Walls	1,260.00	sf	2.79 /sf 3,510
	Locker Room			43,890
Mechanical				
95	Paint Concourse Ceilings [Existing]	15,146.00	sf	1.013 /sf 15,343
95	Touch Up Paint at Seating Areas	1.00	ls	5,794.36 /ls 5,794
	Mechanical			21,137
Stor Rm-Seating				
190	Paint Handrails	667.00	lf	14.182 /lf 9,459
215	Interior Touch Up Painting	1.00	ls	5,680.90 /ls 5,681
	Stor Rm-Seating			15,140
	099100 Painting			80,168

099150 Power Wash Building

Envelope				
20	Manlift - Motorized	0.00	mo	
50	Power Wash Building with detergent and water [8/31 - Hand Scrub Problem Areas, No Acid Wash]	0.00	sf	
50	Muratic Acid Clean - Water Wash Sub - Hand Wash [30% of Area] [8/31 - Muratic Acid Not Required]	0.00	sf	
50	Diversion of Water Allowance	0.00	ls	
50	Traffic Control [8/31 meeting - Complete control of site not required and muratic acid not required]	0.00	ls	
	099150 Power Wash Building			0

099600 Epoxy Flooring

Locker Room				
10	Epoxy on Floors [Included in Section 033600]	0.00	sf	
	099600 Epoxy Flooring			0

099800 Sealed Concrete

Locker Room

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Amount	
Locker Room	25 Seal Conc. Floors Locker Room	1,859.00 sf	0.912 /sf	1,695	1,695
	099800 Sealed Concrete				1,695
	100000 Graphic Allowances				
Locker Room	02 Ceiling Graphic Allowance 02 Show Power Panel [8/31 this is associated with electric power panel and is not a graphic] Locker Room	3.00 ea 0.00 ea	5,065.00 /ea	15,195	15,195
	100000 Graphic Allowances				15,195
	101150 Markerboards				
Locker Room	25 4x10 Markerboard/Tackboard Locker Room	3.00 ea	813.44 /ea	2,440	2,440
	101150 Markerboards				2,440
	101700 Phenolic Toilet Partitions				
Locker Room	05 Phenolic Toilet Partitions 10 Urinal Screens Locker Room	14.00 ea 1.00 ea	1,190.28 /ea 379.88 /ea	16,664 380	17,044
	101700 Phenolic Toilet Partitions				17,044
	103400 Game Clock				
Locker Room	10 Game Clock	9.00 ea			0
	103400 Game Clock				0
	104400 Interior Signage				
Locker Room	15 Door Signs - Engraved Plastic	27.00 ea	136.76 /ea	3,692	

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Item	Description	Takeoff Qty	Unit Cost	Total	Amount
	Locker Room				3,692
	104400 Interior Signage				3,692
	105100 Wood Lockers				
Locker Room					
	10 Officials Wood 2 Tier Lockers with Locking Mechanisms	12.00 ea	440.66 /ea		5,288
n	10 SHSU Locker Room Wood, Open Style Lockers with integral solid wood seat	60.00 ea	3,039.00 /ea		182,340
	10 SHSU Coaches Full Height Lockers with Locking Mechanisms [8/31 - Added to scope]	14.00 opng	440.66 /opng		6,169
	15 4' Locker Bench at Officials Locker Room	2.00 ea	339.36 /ea		679
	30 Locker Bench at Visitors Locker Room	55.00 lf	151.95 /lf		8,357
	30 Locker Bench at SHSU Locker Room	16.00 lf	151.95 /lf		2,431
	40 Locker Room Bench Pedestal	46.00 ea	329.23 /ea		15,144
	Locker Room				220,409
	105100 Wood Lockers				220,409
	105200 Fire Extinguishers				
Locker Room					
	25 Cabinet (Recessed)	8.00 ea	308.97 /ea		2,472
	Locker Room				2,472
	105200 Fire Extinguishers				2,472
	108100 Toilet Accesories				
Locker Room					
	30 Soap Dispenser	20.00 ea	90.142 /ea		1,803
	30 Shampoo and Soap Dispenser	15.00 ea	135.49 /ea		2,032
	35 Grab Bar	36.00 ea	99.423 /ea		3,579
	40 Framed Mirrors	5.00 ea	165.704 /ea		829
	40 Mirrors - full Legth at Restroom	200.00 sf	12.16 /sf		2,431
	45 Utility Shelf	1.00 ea	112.68 /ea		113
	50 Robe Hook	15.00 ea	33.141 /ea		497
	55 Shelf with Mop and Broom Holders	2.50 linf	125.94 /linf		315
	70 Shower Rod	15.00 ea	59.653 /ea		895
	75 Shower Curtain	15.00 ea	55.72 /ea		836
	75 ADA Shower Seat	9.00 ea	177.28 /ea		1,595
	80 Toilet Paper Dispenser	14.00 ea	86.17 /ea		1,206
	105 Baby Changer Station	1.00 ea	335.81 /ea		336
	115 Paper Towel Dispenser	13.00 ea	132.564 /ea		1,723

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Item	Description	Takeoff Qty	Total	
			Unit Cost	Amount
	Locker Room			18,190
	108100 Toilet Accesories			18,190
	111300 Audio Visual - Acoustic Performance Allowance			

Renovations

05	Acoustic Wall Treatment Allowance - Not Required per RFI's	1.00	Is		
05	A.V. Equipment Speaker System Renovation Allowance [8/31 - Use Consultant Budget] [New Narratives Delete this Work]	0.00	Is		
05	A.V. Equipment Speaker System Renovation Allowance [8/31 - Communications Allowance] [New Narratives Delete this work]	0.00	Is		
05	A.V. Equipment Speaker System Renovation Allowance [Cat 6 Cable Adjustment]	1.00	Is	20,260.00 /Is	20,260
05	A.V. Allowance from 10-07-2015 Meeting	1.00	Is	50,650.00 /Is	50,650
	Renovations				70,910

111300 Audio Visual - Acoustic Performance Allowance **70,910**

114100 Food Service Equipment

Locker Room

10	Ice Machine [Size Unknown] [OFOI Equipment]	1.00	ea		
	114100 Food Service Equipment				0

114500 Residential Equipment

Locker Room

05	Three (3) heavy duty residential washing machines [OFCI Equipment]	3.00	ea	50.65 /ea	152
10	Three (3) heavy duty residential electric dryers [OFCI Equipment]	3.00	ea	50.65 /ea	152
50	Under Counter Refrigerator [GE Profile]	7.00	ea	531.83 /ea	3,723
	Locker Room				4,027

114500 Residential Equipment **4,027**

126300 Stadium Seating

Stor Rm-Seating

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
Stor Rm-Seating					
05	Seating Fully Upholstered Fixed Companion Seat [See A103] [8/31 - Revise to Upholstered] [New Scope of Work Deletes this scope]	0.00	ea		
126300 Stadium Seating					0
131250 Retractable Seating					
<hr/>					
Stor Rm-Seating					
10	New Retractable Seating - Power Operated [2 units each providing 368 seats]	736.00	ea	584.952 /ea	430,525
Stor Rm-Seating					430,525
131250 Retractable Seating					430,525
131700 Plunge Pools					
<hr/>					
Locker Room					
15	7'-6" Plunge Pools Complete [Hot and Cold Plunge Pool]	2.00	ea	35,455.00 /ea	70,910
Locker Room					70,910
131700 Plunge Pools					70,910
210000 Fire Protection System					
<hr/>					
Locker Room					
20	Wet Standpipe System - No existing system is in place - DO NOT ADD A NEW SYSTEM	10,397.00	sf		
210000 Fire Protection System					0
220000 Plumbing					
<hr/>					
Locker Room					
05	Plumbing Budget	1.00	ls		
30	Brz Angle Valve 150 lb, R.S. Thrd., 3/4"	36.00	ea	136.76 /ea	4,923
45	Brz Angle Valve 150 lb, R.S. Thrd., 1.5"	12.00	ea	202.60 /ea	2,431
50	Brz Angle Valve 150 lb, R.S. Thrd., 2"	12.00	ea	253.25 /ea	3,039
50	Shock Arrestors	24.00	ea	227.93 /ea	5,470
50	Miscellaneous Connections, Coring, etc.	1.00	ls	15,701.50 /ls	15,702
430	HW Pipe 1-1/2" Type K Copper including insulation	454.00	lf	55.72 /lf	25,295
435	CW Pipe 2" Type K Copper	227.00	lf	60.78 /lf	13,797
30	Cast Iron Pipe Bell/Spigot w/Trench & BF - 6" diameter	227.00	lf	75.98 /lf	17,246

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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
Locker Room					
20	Drinking Fountain Dual Ht./ ea [Replace Existing in Place]	2.00 ea	5,065.00 /ea		10,130
25	Floor Drain / ea	22.00 ea	1,722.10 /ea		37,886
30	Floor Sink / ea	1.00 ea	3,342.90 /ea		3,343
35	Undermount Lavatories [Narrative Not Plans]	6.00 ea	2,532.50 /ea		15,195
35	Wall Mounted Lavatory / ea [Fixture budget to include connections to Main Distribution Lines]	9.00 ea	2,532.50 /ea		22,793
35	Undermount Lavatory / ea	5.00 ea	2,532.50 /ea		12,663
50	Toilet / ea	14.00 ea	3,849.40 /ea		53,892
60	Urinal Wall Mount / ea	1.00 ea	4,052.00 /ea		4,052
70	Sump Pump	1.00 ea	3,545.50 /ea		3,546
75	Shower	15.00 ea	4,355.90 /ea		65,339
80	Appliance Rough-In/Hook-Up [Washer/Dryer]	6.00 ea	1,013.00 /ea		6,078
100	Trench Drains at Laundry	7.50 lf	227.93 /lf		1,709
100	Trench Drains at Plunge Pools	60.00 lf	177.28 /lf		10,637
	Locker Room				335,164
Mechanical					
05	Plumbing Budget	1.00 ls			
30	Brz Angle Valve 150 lb, R.S. Thrd., 3/4"	36.00 ea	136.76 /ea		4,923
415	CW Pipe 3/4" Type K Copper including [8/31 no insulation] insulation for Hose Bibbs [00 10 04-3 Para IV.C.2]	925.00 lf	35.46 /lf		32,796
25	Rework Floor Drain to accommodate new AHU's	25.00 ea	2,026.00 /ea		50,650
85	Hose Bibb	8.00 ea	379.88 /ea		3,039
	Mechanical				91,408
	220000 Plumbing				426,572

230000 Heating, Ventilating and Air Conditioning

Locker Room					
15	Fire Safing @ Penetrations	1.00 ls			
05	HVAC Budget	1.00 ls	111,274.00 /ls		111,274
01	Return Air Ductwork at Locker Room	4,000.00 lbs			
05	Return Air Pathway [Sawcut thru Wall]	1.00 loc			
05	Supply Air Ductwork	8,400.00 lbs			
10	Hangars for Ductwork	105.00 ea			
355	Fire Dampers in Area	15.00 ea			
15	Exhaust Fan fo Locker Room 1hp - 4,100 cfm	1.00 ea			
05	Instrumentation & Controls Points	30.00 ea			
	Locker Room				111,274
Mechanical					
075	Temp. HVAC Filters [22 filters x 2 per month x 4 months]	176.00 ea			
010	Progressive Clean-up	32.00 wk			
165	Patch Conc. Floors	1.00 ls			
15	Fire Safing @ Penetrations	1.00 ls			
420	Brz. Gate Valve RS Sldr. 1" [Add 10 feet piping for vertical runs]	8.00 ea			
425	Brz. Gate Valve RS Sldr., 1-1/4"	10.00 ea			
430	Brz. Gate Valve RS Sldr., 1-1/2"	26.00 ea			

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			Unit Cost	Amount
Mechanical				
435	Brz. Gate Valve RS Sldr., 2"	46.00 ea		
440	Brz. Gate Valve RS Sldr., 2-1/2"	2.00 ea		
445	Brz. Gate Valve RS Sldr., 3"	4.00 ea		
605	Iron Body Angle Valve, 4"	4.00 ea		
610	Iron Body Angle Valve, 6"	4.00 ea		
615	Iron Body Angle Valve, 8"	2.00 ea		
650	Valve for Pumps - 6"	4.00 ea		
655	Valve for Pumps - 8"	4.00 ea		
450	Pressure Gage	16.00 ea		
490	CHP 1&2- Bell & Gossett End Suction Model E-1510 5EB	2.00 ea		
500	HWP 1&2- Bell & Gossett End Suction Model E-1510 3GB	2.00 ea		
05	Replace Main Mechanical Room Piping System [00 10 03 -3]	1.00 ls		
05	48" wide Trapeze Hung From Ceiling	108.00 ea		
05	Connections to AHU's	25.00 ea		
25	Pre-Insul. 1" Carbon Steel Sch 40 [Include fittings in pricing- typical all]	138.00 lf		
30	Pre-Insul. 1-1/4" Carbon Steel Sch 40	184.00 lf		
35	Pre-Insul. 1-1/2" Carbon Steel Sch 40	634.00 lf		
40	Pre-Insul. 2" Carbon Steel Sch 40	1,378.00 lf		
45	Pre-Insul. 2-1/2" Carbon Steel Sch 40	20.00 lf		
50	Pre-Insul. 3" Carbon Steel Sch 40	118.00 lf		
60	Pre-Insul. 4" Carbon Steel Sch 40	1,760.00 lf		
70	Pre-Insul. 6" Carbon Steel Sch 40	1,874.00 lf		
90	Pre-Insul. 8" Carbon Steel Sch 40	138.00 lf		
90	Fire Watch During Evenings Welding Occurs [36 days x 18 hours]	648.00 hrs		
05	HVAC Budget [9/1- ERV-1 now provided with 25 VAV with Mezzanine Ventilation]	1.00 ls	2,304,223.490 /ls	2,304,223
02	AHU Budget - Breakdown for fitting in Mezzanine Doors [28 total units] - Will Require Manufacturer Recertification	1.00 ls		
02	Allowance to Maintain System in Operation while Switching Units	22.00 ea		
01	Existing Supply Air Drum Diffusers shall be cleaned and reaimed for proper air distribution [00 10 03-2 C.1]	16.00 ea		
01	Ductwork and Connection [Flexible Joint] to AHU's [00 10 03 - 4 Para III.C.2 provide 4 foot section]	22.00 ea		
01	New Narrative Requirement - Replacement of Supply Air [Allowance]	37,050.00 lbs	4.24 /lbs	157,015
15	Main Electrical Room Exhaust Fan 1hp 4,800 cfm	1.00 ea		
05	Instrumentation & Controls Allowance	1.00 ls	379,875.00 /ls	379,875
05	Instrumentation & Controls Points	88.00 ea		
05	New Direct Digital Control System compatible with campus wide system	1.00 ls		
	Mechanical			2,841,113



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				Amount	
230000 Heating, Ventilating and Air Conditioning					2,952,387
260000 Electrical					
Locker Room					
15	Fire Safing @ Penetrations	1.00	ls		
02	Dedicated Circuit to Ice Machine	1.00	ea		
04	Modular Furniture Connections	6.00	ea		
10	Wireless Access Points	13.00	ea		
05	Electrical Bid / ls	1.00	ls	478,358.86	478,359
260	EMT- 3/4" w/Fittings & Bm.Clamps for AV and Wireless	2,250.00	lf		
260	EMT- 3/4" w/Fittings & Bm.Clamps for Controls [46 points x 440 feet/point/10 points = 5 runs]	5,000.00	lf		
260	EMT- 3/4" w/Fittings & for AND Wiring for Locker Room Exhaust Fan [100 feet]	1.00	ea		
260	EMT- 3/4" w/Fittings & for AND Wiring for Fire Dampers [40 feet]	15.00	ea		
265	EMT- 1" w/Fittings & Bm.Clamps AND Wiring for Homeruns [Avg 75 foot length]	74.00	ea		
265	EMT- 1" w/Fittings & Bm.Clamps AND Wiring for Connections to Hydrotherapy Pool [Avg 135 foot length]	2.00	ea		
275	EMT- 1-1/2" w/Fittings & Bm.Clamps AND Wiring for Connection to Pumps [40 hp]	360.00	lf		
44	Ceiling Mount Occupancy Sensor	22.00	ea		
50	Duplex outlet [Pricing to include up to 20 feet of conduit and wire - typical all]	306.00	ea		
55	Electrical Connection to Lockers	74.00	ea		
60	Duplex outlet, ground fault interrupter	12.00	ea		
115	J-box outlet for Tele/Data Connections	30.00	ea		
120	Quad Box with Tele/Data Connections	10.00	ea		
185	Makeup Lighting at SHSU Locker Rooms	4.00	ea		
200	LED Lay-In, 2'x4' Fixture [Pricing to include up to 20 feet of conduit and wire - typical all]	174.00	ea		
225	Exit signs, recessed, Battery Backup	8.00	ea		
245	Undercounter Lighting	35.00	lf		
05	Fire Alarm System Allowance	10,397.00	sf		
Locker Room					478,359
Mechanical					
010	Progressive Clean-up	32.00	wk		
115	Remove Lighting and Conduit in Mezzanine	36.00	ea		
115	Remove Conduit and Wiring to new AHU's [average 220 feet]	22.00	ea		
15	Fire Safing @ Penetrations	1.00	ls		
10	Temporary Power Connections for Existing AHU's	22.00	ea		
05	Electrical Bid / ls	1.00	ls	214,948.47	214,948
260	EMT- 3/4" w/Fittings & for EF-1 [50 feet]	1.00	ea		

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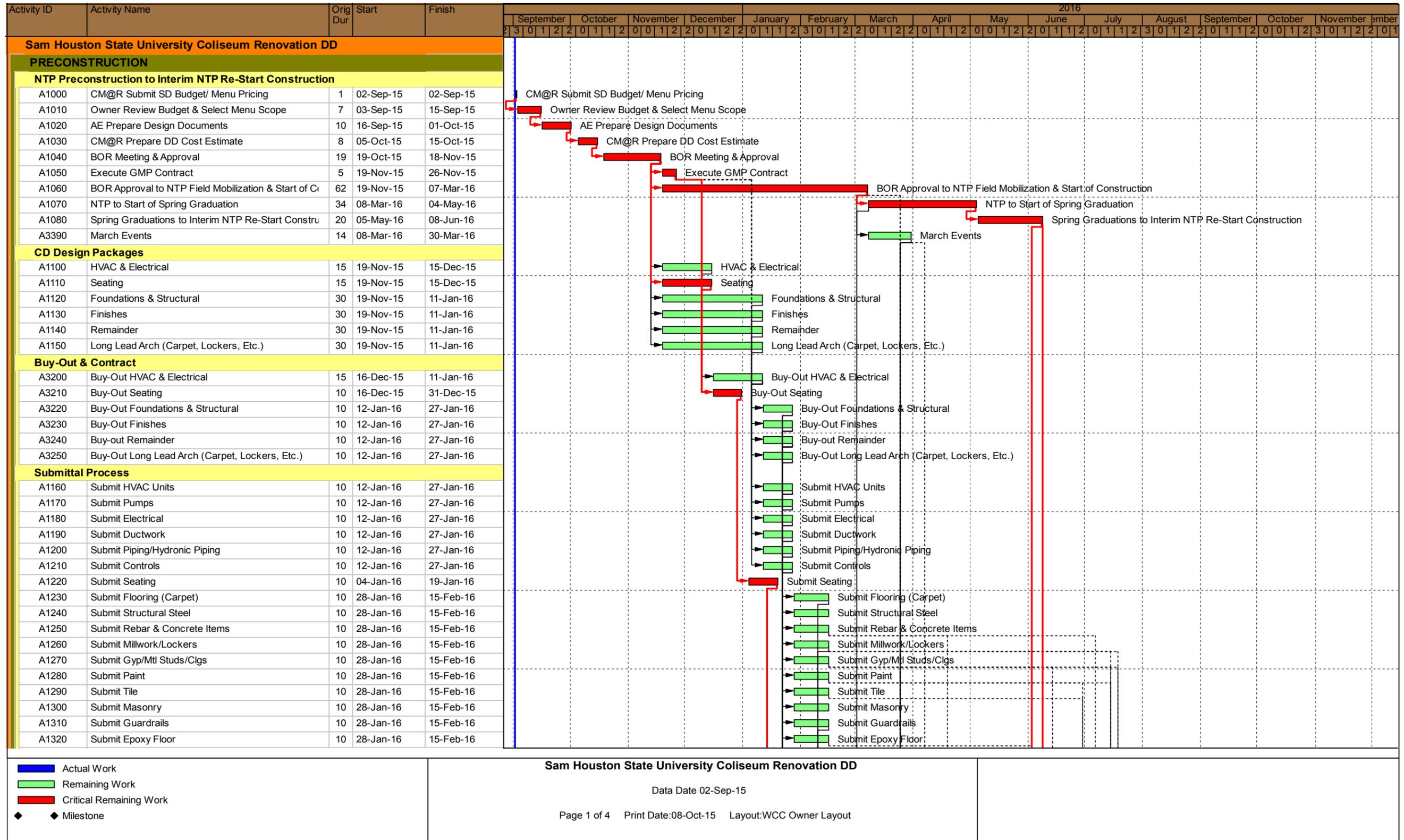
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Item	Description	Takeoff Qty	Unit Cost	Total	
				Unit Cost	Amount
Mechanical					
265	EMT- 1" w/Fittings & Bm.Clamps AND Wiring for Connections to AHU's [Avg 440 foot length - 10 hp Motor]	25.00	ea		
265	EMT- 1" w/Fittings & Bm.Clamps AND Wiring for Connections to AHU's [Avg 50 foot length - 3 hp Motor]	3.00	ea		
15	Disconnect for VFD's at AHU's 480/3P/60 40 amp [average]	25.00	ea		
210	LED Standard Strip Light with wire guard protector [Pricing includes 30 lineal feet of conduit and wire]	36.00	ea		
05	Fire Alarm System Allowance	1.00	ls		
05	Fire Alarm System Protection Allowance	1.00	ls		
05	Remove, Clean, Store and Reinstall Fire Alarm Devices	36.00	ea		
05	Remove, Clean, Store and Reinstall Fire Exit Devices	12.00	ea		
	Mechanical				214,948
Stor Rm-Seating					
05	Electrical Bid / ls	1.00	ls	10,608.14 /ls	10,608
265	EMT- 1" w/Fittings & Bm.Clamps AND Wiring for Connections to Retractable Seating Motor [Avg 235 foot length]	2.00	ea		
	Stor Rm-Seating				10,608
	260000 Electrical				703,915

285500 Surveillance and Access Control

Miscellaneous					
05	Security System Budget [Surveillance and Access Control]- Renovated Areas Only [New Narrative Deletes]	0.00	ls		
	285500 Surveillance and Access Control				0

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 2705 Bee Cave Road, Suite 250
 Austin, TX 78746
www.whiteconst.com



PREFACE
Existing Conditions

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Architectural Floor Plans

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TAB 7
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White Construction Company continually participated in the programming and design phases of this project and developed conceptual menu type estimates to assist the University and design professionals in determining the most cost effective scopes of work and sequence of construction activities. As the design became more defined White employed extensive efforts to engage the contracting/vendor community to obtain reliable cost information that informed the decisions made throughout the design phase. This detailed information has been incorporated into the following Cost Summary and Detailed Estimate which have been vetted through and comprehensive review with the design team's third-party estimator, PCR, who has confirmed the scope, quantities and unit prices are in alignment with the Design Development documents and market pricing currently in effect. Due to the initial design of this facility there is a large cost associated with the logistical efforts involved in replacement of HVAC system. Multiple approaches to these activities were investigated and the design/construction team worked tirelessly to minimize its impact both on schedule and cost, to assure as much of the project budget could be used for items that would provide a safer and more enjoyable experience in the Coliseum. The estimated costs for the project based on the current design development documents is as follows.

Construction Cost Limit	\$10,200,214
Preconstruction Fee	\$45,000
Architect/Engineer Fee (8%)	\$814,231
FF&E/IT	\$317,301
Owner Services (3%) plus Cost	\$152,000
Contingency (4%)	\$474,875
PM Administrative Fee	\$341,356
Total Project Cost	\$12,344,977

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Arenas, coliseums, and large occupancy assembly buildings are less common than other building types. The rarity of the building type coupled with the scope and cost of initial construction or renovations, limit the number of relevant recent examples. This pool of comparable projects is further reduced when specifically looking at the local region. Therefore we have included regional and national projects. The cited comparative projects may not be comparable in the aggregate, but specific programmatic elements are similar.

A comparative analysis is provided of the various projects based on project cost, seating capacity, and building size. The analysis illustrates that any direct comparison between facilities is imprecise. The variations in specific programmatic scope, amount of renovation versus new construction, and the balance of work between structures, finishes, systems, etc. skew the analysis to the point that a comparison of cost is not appropriate.

Texas Christian University - Daniel Meyer Coliseum

Fort Worth, Texas

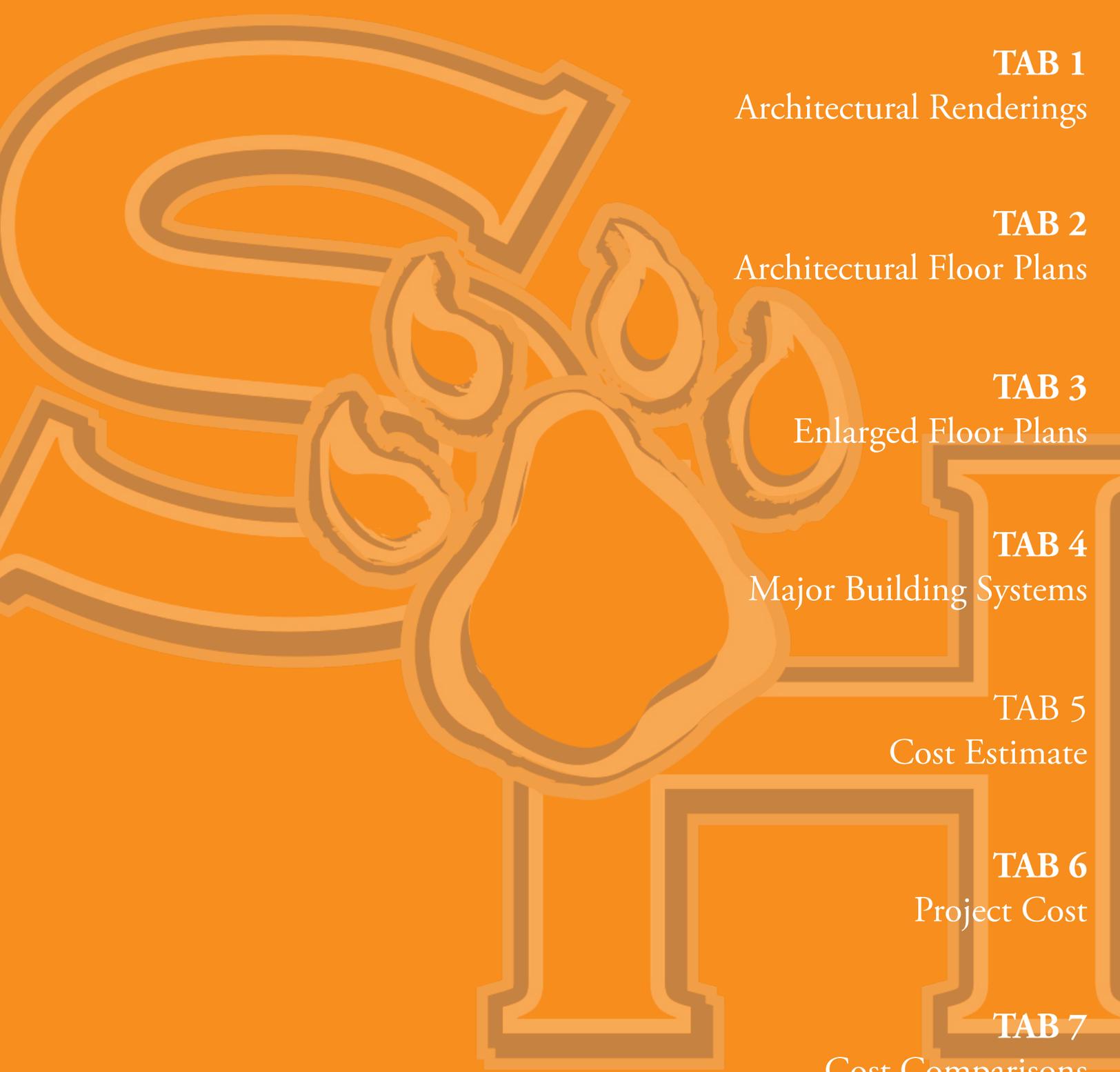
The scope of the renovation of Daniel Meyer Coliseum (DMC), on the Fort Worth campus of Texas Christian University (TCU), is larger than the Johnson Coliseum Renovation; however the program elements are similar. The DMC serves as the home to the TCU men’s and women’s basketball team while also hosting many on-campus events. The DMC is a fifty-three year old circular concrete structure with a steel domed roof decked with tectum structural panels and clad with copper veral roof that seats 6,860 spectators. The renovation of the DMC included new locker rooms, training areas, offices, storage, concessions, restrooms, and support spaces. The seating bowl was modified to add retractable seating near the court and as well as addressing accessibility and life safety deficiencies. The concourse was expanded and office space was added as a 45,000 square foot addition to the existing coliseum. The building systems, including mechanical, plumbing, electrical, audio visual, and communications, were modified or replaced. The project is scheduled for completion in the fall of 2015.

University of Michigan – Crisler Arena

Ann Arbor, Michigan

Phase I of the Crisler Center project, which was completed in the fall of 2011, primarily addressed infrastructure needs such as repair of the roof, electrical, plumbing and air handling systems. It included the complete renovation of Crisler Center’s interior bowl, which included new HD scoreboards, new seating for the entire arena, including club seating, expanded seating for persons with disabilities, the addition of hand rails and the construction of loge box seating, as well as the newly added Wolverine Den. Phase II of the project includes new entrances, widened concourses, restrooms, concessions, and fan clubs. The seating capacity of the Crisler Arena is 13,751 spectators. The project was completed in 2012.

Project	Daniel Meyer Coliseum	Crisler Arena	Johnson Coliseum
Owner	Texas Christian University	University of Michigan	Sam Houston State University
Location	Fort Worth, TX	Ann Arbor , MI	Huntsville, TX
Date of Completion	Fall 2015	2012	2016
Building Size- GSF	332,000 sf	97,260 sf	137,800 sf
Estimated Cost	\$80,000,000	\$52,000,000	\$10,200,000
Cost / SF	\$240 / sf	\$535 / sf	\$74 / sf
Cost / Seat	\$11,660 / seat	\$3,781 / seat	\$1,672 / seat
Escalated to 2016 (3% / yr)	\$84,900,000	\$58,500,000	-
Escalated to 2016 Cost / SF	\$255 / sf	\$601 / sf	-



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ENVIRONMENTAL IMPACT

From an MEP systems perspective, the projected environmental impact of this project is minimal due to the fact that all existing systems are being replaced with more efficient systems and equipment. In particular, the more efficient air handling units, premium efficiency Hydronic pumps, new Hydronic piping, variable frequency drives, and the direct digital building automation control system all combine to yield an overall annual energy savings. All MEP systems is designed to meet the applicable requirements of ASHRAE 90.1 and equipment selections are made to meet or exceed the efficiencies established by the Standard.

All new and replacement plumbing fixtures are selected to meet or exceed the water consumption requirements as set forth in the latest State adopted plumbing codes. This substantial improvement over the existing plumbing fixtures and yields a significant potable water savings. The domestic water heaters remain but do not contribute to NO_x emissions because they are electric. Overall, the reduced building utility usage have a positive impact on the environment and will reduce the carbon footprint of the building.

ESTIMATED OPERATING COST

Estimated Operating Cost

DEAI has performed an analysis of the annual utility costs for the Bernard Johnson Coliseum based on historical usage data for the previous 3 years and the projected savings due to new energy efficiency measures. This is an order of magnitude analysis and is based on the owner provided energy rates:

Electric rate: \$0.075/kWh

Natural gas: \$7/MMBtu (although the building does not currently have any natural gas service)

Electricity

The following proposed energy saving measures contribute to a reduced electric utility charge:

- All air handling units throughout the building are being replaced with new high efficiency units with plenum fans, premium efficiency motors, and variable frequency drives (VFDs).
- Demand controlled, dedicated outside air systems
- All new Hydronic pumps are high efficiency pumps with premium efficiency motors and VFDs
- The new building automation system (BAS) allows implementation of energy saving measures such as building setback scheduling and discharge air temperature reset for light load conditions.
- Occupancy sensor controlled LED lighting

Based on our estimates, the combination of these energy saving measures yield a minimum of 15% energy savings for the HVAC system. Given the assumption that the HVAC system accounts for 50% of the energy usage for this facility, we expect the following savings:

- The average annual energy usage for this building over the past 3 years has been: 814,720 kWh/year x \$0.075/kWh = \$61,104.00 annual energy cost
- We estimate that the proposed system consumes approximately:
753,600 kWh/year x \$0.075/kWh = \$56,520.00 annual energy cost
- Overall this would be a savings of approximately \$4,600/year or approximately 7.5%

ESTIMATED OPERATING COST- Continued

Domestic Water & Sewer

The following proposed energy saving measures contribute to a reduced domestic water & sewer utility charge:

- All new plumbing fixtures such as flush valves (for water closets & urinals) and lavatory faucets are new high efficiency, low water consumption types.
- All new flush valves and lavatory faucets are automatic, infrared sensor activated type.
Based on our estimates, the combination of these water saving measures yields a minimum of 50% water savings for any renovated plumbing systems.

PBK Sports
11 Greenway Plaza
Suite 2200
Houston, TX 77046

TXST: Design Development Documents for Library Repository

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

The design development documents prepared by HarrisonKornberg Architects of Houston, Texas, for the Library Repository project at Texas State University and the projected total project cost of \$15,415,900 be approved, to be funded by Higher Education Funds (\$8,000,000), Gift (\$3,000,000), and University Reserves (\$4,415,900).

Explanation

Campus Master Plan/CIP. This project is not in the campus master plan adopted by the Board of Regents in November 2011 but will be included in the Campus Master Plan Update which will be completed in 2017. The Texas State University Library Repository project is on the Texas State University System (TSUS) Capital Improvements Program (CIP).

Background Information. The Library Learning Commons Feasibility Study was completed by Perry Dean Rogers in May 2012. The Library Repository Architectural Space Program was completed by HarrisonKornberg Architects in June 2015. The construction of the Library Repository is critical to the transformation of Library spaces for future use as part of the Learning Commons concept.

Project Site. Library Repository is located at STAR Park south of the Texas State University campus. As part of the programming effort, HarrisonKornberg Architects also identified site development requirements and costs to extend the utilities and access road.

Scope of the Project. The Library Repository is a 19,111 gross square foot facility with expansion possibilities for an additional 20,000 gross square feet. Texas State's collection repository will house materials from the library's general collections, as well as special collections and archives in preservation-quality environmental conditions. The facility will include collection storage, document intake, processing, and retrieving materials added to the repository, offices, restrooms, mechanical spaces, a conference room, and on-site public use of the materials. Parking for nine cars and delivery area for large and small vehicles will also be included. The design of the facility will include a state of the art Energy Management Control System for sustainable preservation, HVAC with a humidity control system, a cold storage area for select materials (film, photographic negatives, and magnetic media), fire detection and zoned fire suppression systems, and a building security system. The high-density storage facility will be designed to achieve maximum space efficiency at the lowest cost of construction.

Construction Manager-at-Risk (CMR). The construction manager-at-risk for the Project is DPR Construction of Austin, Texas.

Project Justification. As determined during the Library Learning Commons Feasibility Study completed in 2012, the construction of a Library Repository facility serves as a key element in enabling the subsequent stages of the development of the Library Learning Commons. The primary purpose of this repository will be to provide storage space for a portion of the library's general collection, as well as special collections and archives. Secondly, this facility could house staff members who work most closely with the processing of these materials. Both of these

actions present the opportunity to repurpose existing library spaces in order to accommodate collaborative learning and research activities while continuing to provide traditional space for solitary research and quiet study. A phased approach to the programmatic renovation of the Library by reallocating space on all seven floors will be made possible by the construction of the Library Repository facility.

Funding Source(s). The projected total project cost is \$15,415,900 which is to be funded by Higher Education Funds (HEF), Gifts, and University Reserves.

Design Development Submittal Documents. The Design Development Submittal documents follow this Motion in the Board agenda materials.

TXST: Design Development Documents for Texas State University Library Repository

Operating and Maintenance Cost

The projected impact to annual Operating and Maintenance costs are projected to be about \$12,000 to include purchased utilities, maintenance, custodial, solid waste, and other support services. The maintenance and utilities costs will be affected by the efficiencies to be realized from new, energy efficient mechanical, electrical and lighting components, and upgraded space conditioning controls.

Environmental Impact

There are no projected environmental impacts due to this Project.

Certification

The design documents submitted by the Architect/Engineer (A/E) have been reviewed and found to be a complete and satisfactory Design Development (35 percent or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that to the best of their knowledge the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

Total Project Budget

Total Estimated Construction Cost:	\$10,271,911.00
Add Alternates as listed below:	\$ 394,790.00
Construction Cost Limitation (CCL):	10,226,911.00
CMR Pre-Construction Services:	\$45,000.00
Owner's Construction Contingency	\$409,076.00
Architect/Engineer Fees:	\$829,500.00
Furnishings and Equipment:	\$2,079,168.00
Owner Contracted Services / Other Work:	\$449,764.00
Owner Provided Services / Miscellaneous:	\$490,892.00
Project Contingency:	\$436,582.00
Project Management Administrative Fees:	\$449,007.00

Landscape Enhancement:	(NA)
Public Art:	(NA)
Estimated Total Project Cost:	\$15,415,900.00

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant, Project Cost Recourses, and the Construction Manager-at-Risk, DPR Construction of Austin, Texas.

Alternates include:	
Add Alternate #1 – In-Rack Sprinkler Fire Protection System	\$394,790.00

Information Regarding Soft Costs in Total Project Budget

Construction Cost Limitation is the sum of all the amounts related to construction cost which include the cost of the construction work itself, the profit and overhead for the construction professional, the construction professional's administrative cost to support the project during the construction duration, and the construction contingency which is the mutually agreed upon amount between the System and the construction professional for the risk to complete the project based on the completion and refinement of the construction drawings.

CMR 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 four percent of the CCL based on the complexity of the building type.

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.

Owner Contracted Services / Other Work includes the following project services: Test, Adjust and Balance, and HVAC commissioning; Building Information Management for Facility Management; campus parking permits for the A/E and CMR; and other miscellaneous project expenses.

Project Contingency is for the operational aspects of the project, including professional services amendments, project expenses incurred by users and others, additional fees, and other miscellaneous costs.

Project Management Administrative Fees is the amount projected to be charged to the Project by the Component to offset personnel and overhead costs in connection with managing the Project.

Landscape Enhancement is the one percent amount of the construction cost, when required by TSUS Rules and Regulations, for the enhancement of exterior landscape, hardscape, and

waterscape features. As this project will be constructed off campus, the landscape enhancement amount is not required.

Public Art is the one percent of the construction cost when required by TSUS Rules and Regulations, for acquisition of works of public art. As this project will be constructed off campus, the public art amount is not required.

TEXAS  STATE
UNIVERSITY[®]

The rising STAR of Texas

Design Development Presentation

Library Repository

October 19, 2015



HarrisonKornberg
ARCHITECTS



■ Texas State University System

Texas State University System Board of Regents

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Rossanna Salazar, <i>Vice Chairman</i>	Austin
Charlie Amato	San Antonio
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Texas State University System Administration

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Texas State University Administration

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 Michael Petty, *Director, Planning, Design and Construction*

■ Texas State University System

Texas State University

Office of Facilities Planning & Construction

Michael Petty, Director
 Larry Miller, Associate Director
 Frederick Maddox, Project Manager
 David Morris, Construction Manager

Albert B. Alkek Library

Joan Heath, Associate Vice President and University Librarian
 Lori Hughes, Director, Administrative Services

PRIME FIRM | ARCHITECT OF RECORD*

Harrison Kornberg
 ARCHITECTS

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 Principal in Charge/Principal Designer

Kristopher T. McGraw
 Project Manager

Ben Kleiner
 Project Designer

Samantha Peters
 Project Coordinator

MEP

JONES + DBR

Curt Jones, P.E.
 Principal in Charge / PM

STRUCTURAL

ASA Dally
 STRUCTURAL ENGINEERS

Fred Dally, PE,
 Principal in Charge
 Luis Martinez, PE
 Project Manager

CIVIL

Jose I. Guerra, Inc.
 Consulting Engineers

Rick Guerra, P.E.
 Principle in Charge
 Russell Davidson, PE
 Project Manager

LANDSCAPE ARCHITECTURE

robinson
 ARCHITECTS

Keiji Asakura, PLA,
 CLARB
 Principal in Charge

Melissa Mullis,
 Designer

IT | AV

46
 technology

Mark Basford,
 Principle in Charge

COST ESTIMATING

**Project Cost
 Resources, Inc.**

Bob Hansen,
 Project Manager

SPECIALTY CONSULTANTS

Code Compliance

Jensen
 Hughes

Accessibility

ADA
 Assistance

Life Safety

Jensen
 Hughes

Envelope

Wiss, Janney,
 Elstner
 Associates

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3	TAB THREE Enlarged Architectural Floor Plans
4	TAB FOUR All Major Building Systems Listing
5	TAB FIVE Detailed Cost Estimate
6	TAB SIX Total Project Cost (TPC)
7	TAB SEVEN Cost Comparisons
8	TAB EIGHT Environmental Impact
9	TAB NINE Certification

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Preface

Project Need and Justification

University Library

The mission and vision of the University Library was developed from information obtained from a year long library-wide strategic planning process in Spring 2011. This planning involved staff from all areas of the Library and supports the University's 2012-2017 Plan. The Library's Strategic Plan includes mission, vision, organizational values, and strategic themes to guide the Library through 2017.

Mission

The University Library advances the teaching and research mission of the University and supports students, faculty, and other researchers by providing user-centered services, comprehensive and diverse collections, individual and collaborative learning environments, and opportunities to learn, create, and discover.

Vision

The University Library shall:

- Provide collections, services, and support for research and scholarly communication to sustain a premier research institution;
- Promote free inquiry, critical thinking, and the exchange of ideas;
- Transform the library into the intellectual, social, and technological center of the university community through the design of physical and virtual environments that incorporate innovative technologies and services;
- Create a workplace of choice

Project Justification

A key element in defining the need for a new repository facility is to simply look at the recent growth of the University and its impact on the need for more space. University growth directly relates to the University Library and its growth. As space becomes a premium within the library for collections and student space, providing an appropriate storage space for historical and irreplaceable materials as well as less circulated items has become more critical than ever. Texas State University has grown at a rate of nearly 1,000 students per year in the last twelve years, to the current enrollment of over 36,000 students. This rapid growth has had a significant impact on the University, its quantity of available space, its mission and programs, and the services needed to support this growth. This growth has caused the University Library to feel squeezed to meet the needs of the students. The library is also in need of a controlled environment to store rare and less utilized materials. The library currently has no available areas to provide additional student success spaces or store recently acquired or future materials.

One of the keys to the successful execution of the project will be to maximize the space in the new building to allow for the highest density of stored materials. A majority of materials shall remain in the Alkek Library. However, some books, bound volumes and other artifacts, and the University Archive will be relocated. Space is expected to be vacated within the Alkek Library on portions of multiple floors. Maximizing this space will be a key element in solving the space shortage faced by the library as enrollment continues to grow.

Compliance with the University's Master Plan

The proposed building site is located at STAR Park, a 38 acre tract the University is currently developing. An site on the east corner of the development, adjacent to the existing railroad tracks and McCarty Lane, has been reserved for the repository. The site is currently undeveloped and is adequate in size to accommodate the proposed building. The Master Plan Update indicates the building in the above noted site as part of the STAR Park development. No other sites were considered for this facility.

Additional information on the University's Master Plan and design guidelines may be found at the following:
<http://www.fss.txstate.edu/cmp/>

Project Vision and Goals

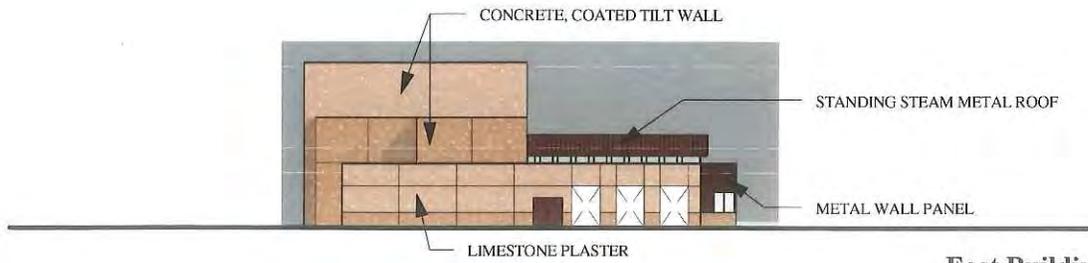
During the information gathering process, which included the Feasibility Study, site tours of similar facilities, and programming workshops, vision and needs. The following goals were outlined for the new facility's success:

- Create a secure storage environment with controlled temperature and humidity.
- Create spaces to process and restore artifacts and materials.
- Maximize the type and configuration of storage units within the repository to maximize available space within the Alkek Library.
- Create more student success spaces within the existing library by relocating less circulated materials, the University Archive, and other artifacts to the proposed repository.
- Provide a secure environment where staff can assist the public in viewing and examining irreplaceable collections and artifacts stored in the repository.
- Create a facility which is economical to operate and maintain while providing a comfortable work environment for the staff.
- The site and design of the Repository building to allow future addition of Repository modules, and an expansion to house Library Technology Services.

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TAB 1

Overall Building Elevations



East Building Elevation



West Building Elevation

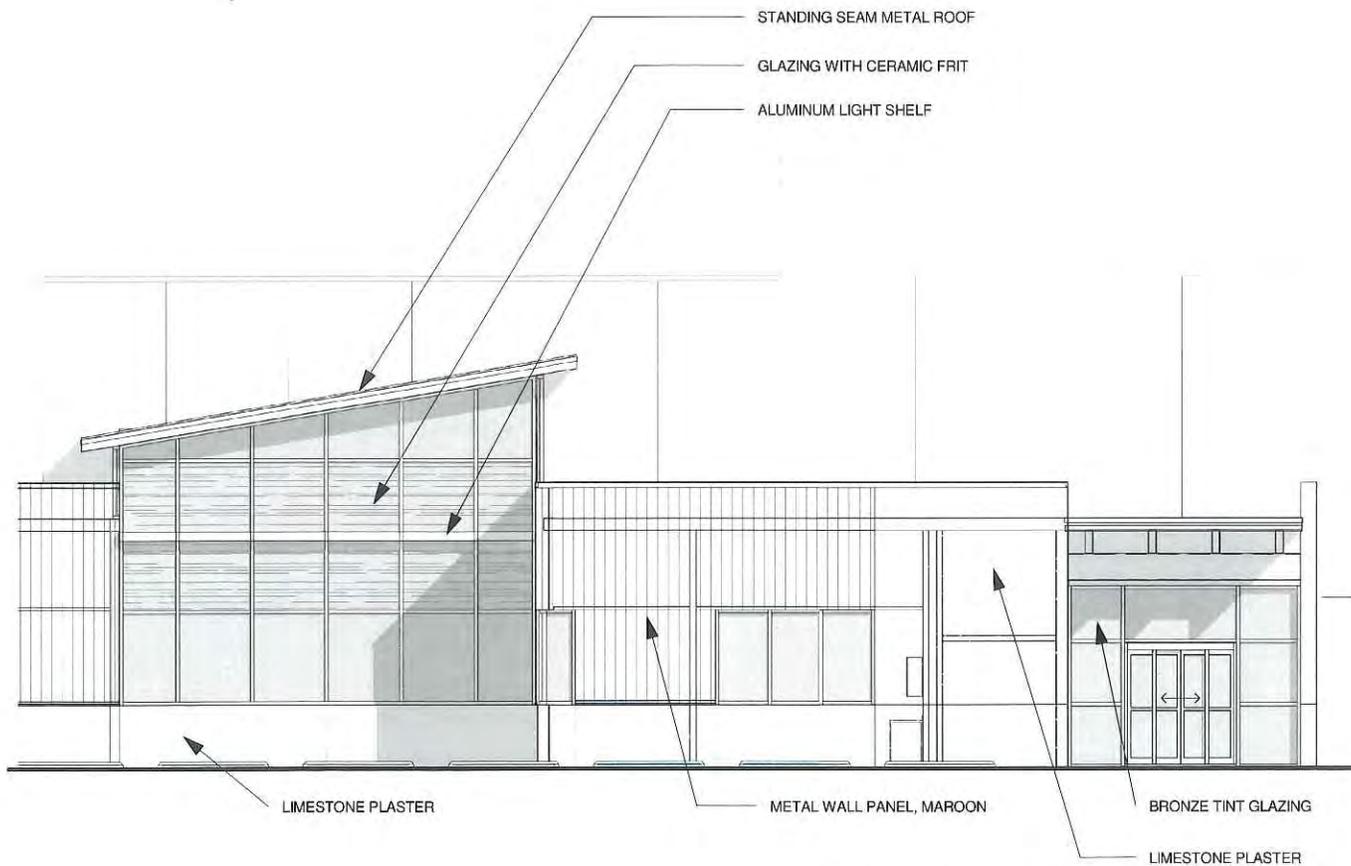


North Building Elevation



South Building Elevation

Enlarged Building Elevations



Enlarged Processing + Building Entry



North Building Elevation

Perspective - Overhead



Exterior - Viewed from Northwest



Exterior - Viewed from Northeast



Interior - Reception Area



Interior - Processing Room

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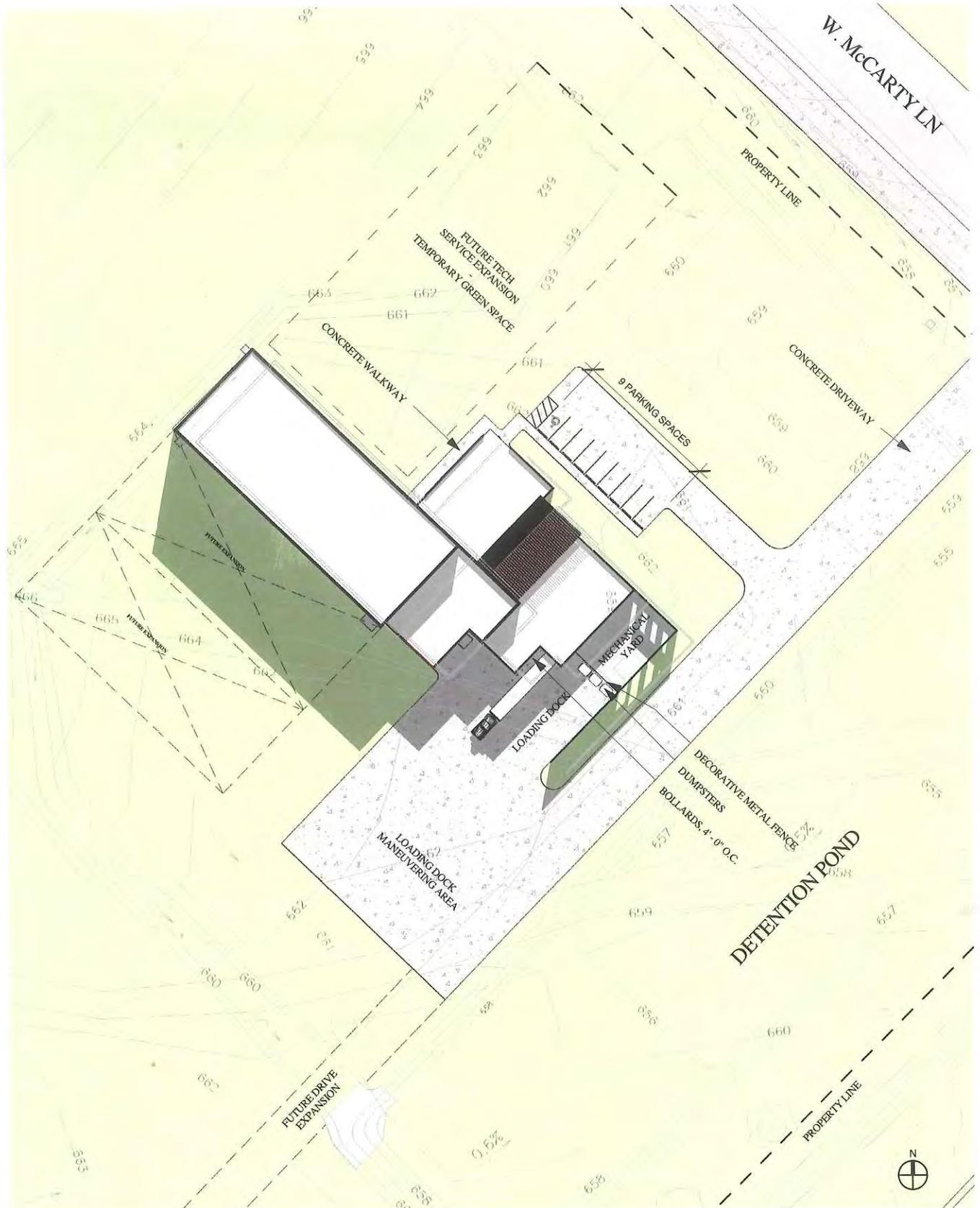
TAB 2

Proposed Project Site

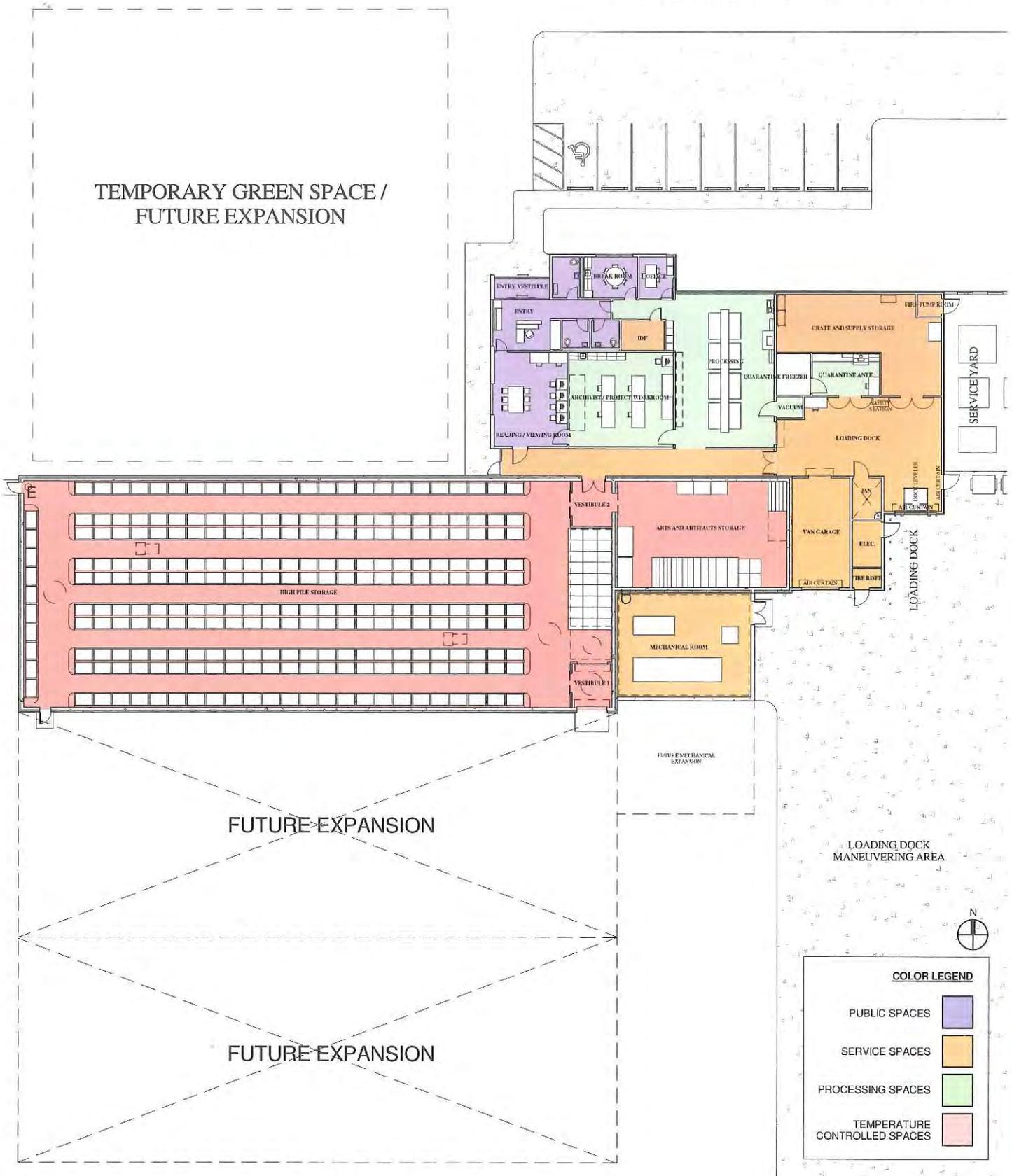
The proposed site for the new building is located at the STAR Park campus, a satellite location the University purchased to develop a research park. STAR park is located approximately 5 miles south of campus just to the west of Interstate 35 at the intersection of Hunter Road and McCarty Lane. Development of the campus is underway with the completion of STAR One. STAR One is a 20,000 square foot technology accelerator for start-up and early-stage businesses. The Alkek Library Repository will not replace any existing facilities, but is an expansion of library space at an off -site location. The library will relocate some materials to the off-site facility allowing for reuse of existing spaces within the existing library.



Architectural Site Plan

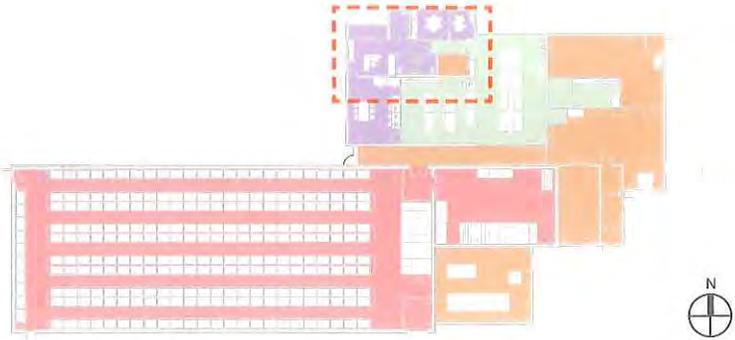


Architectural Floor Plan



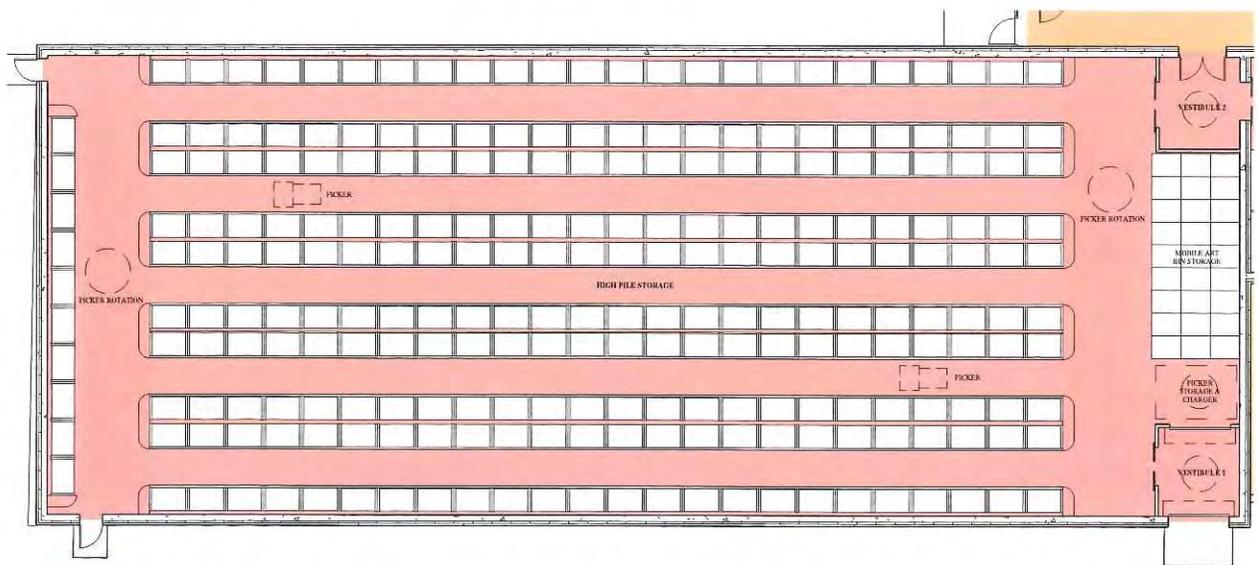
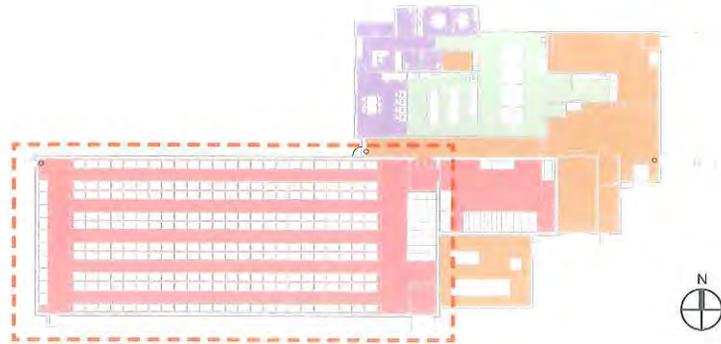
TAB 3

Enlarged Plan - Building Entrance



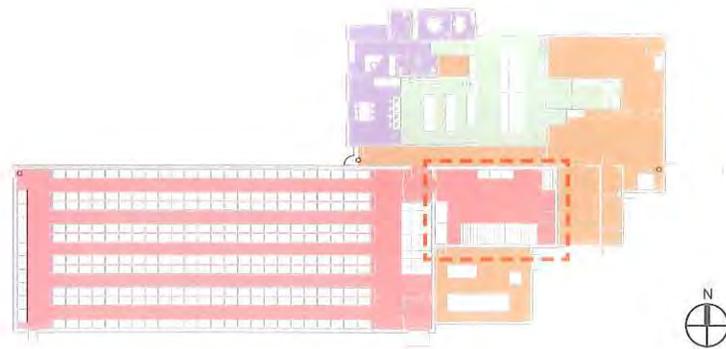
COLOR LEGEND	
PUBLIC SPACES	
SERVICE SPACES	
PROCESSING SPACES	
TEMPERATURE CONTROLLED SPACES	

Enlarged Plan - Repository Book Storage



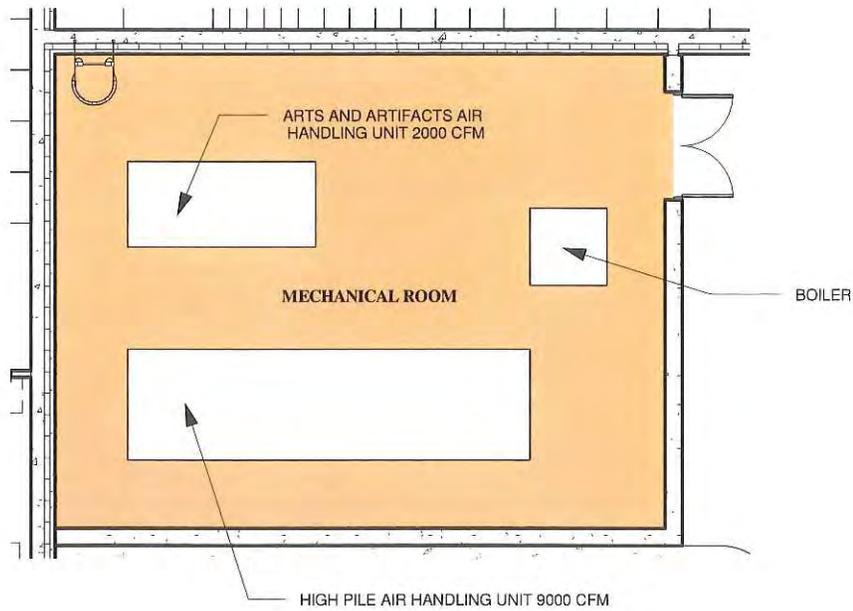
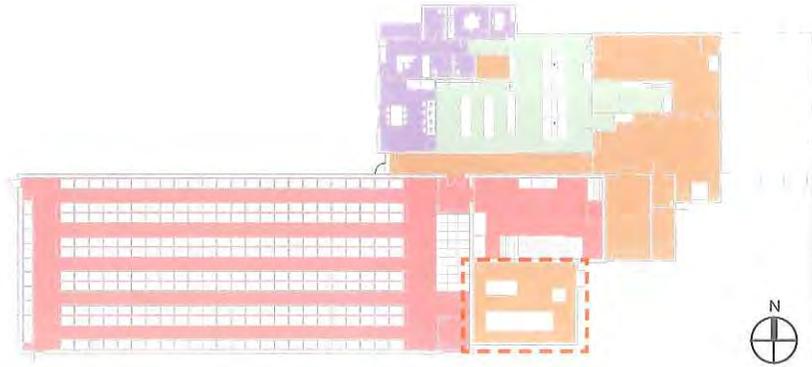
COLOR LEGEND	
PUBLIC SPACES	
SERVICE SPACES	
PROCESSING SPACES	
TEMPERATURE CONTROLLED SPACES	

Enlarged Plan - Arts and Artifacts



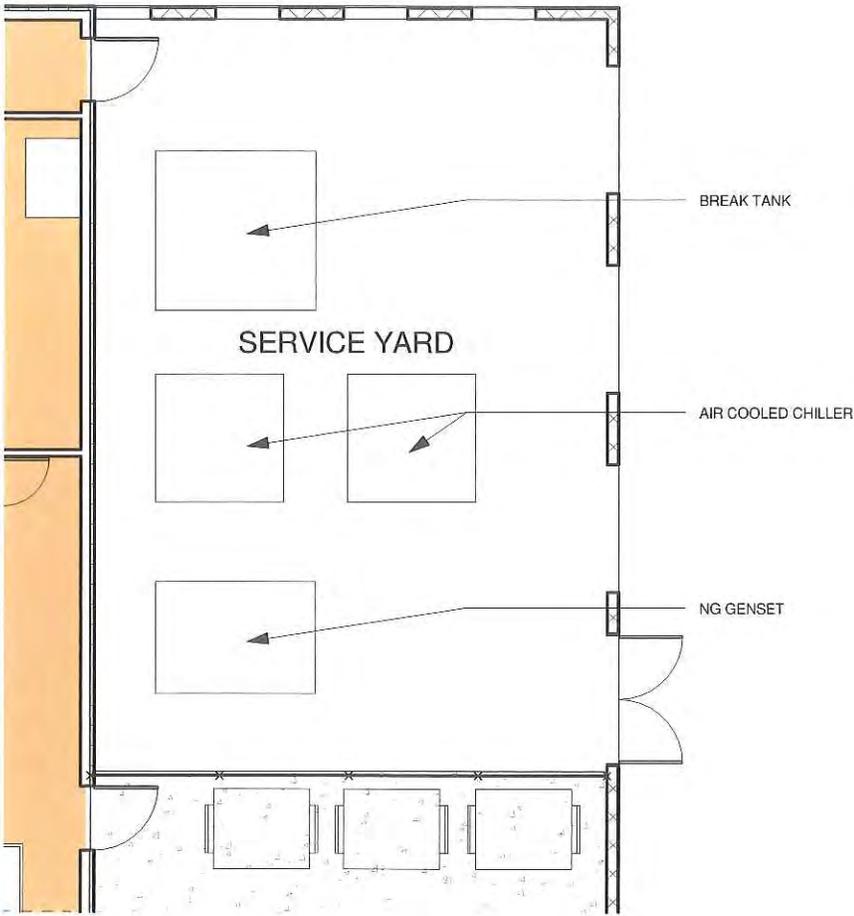
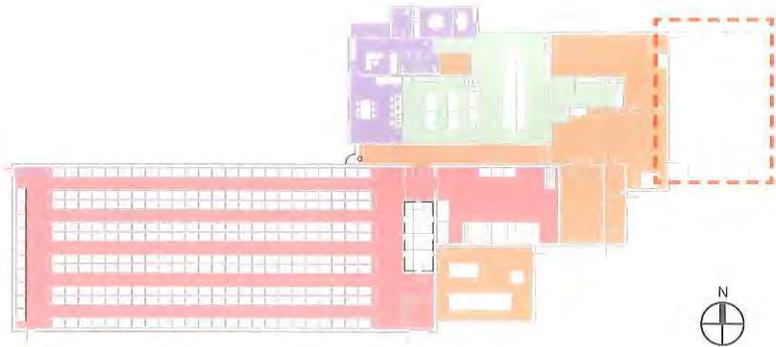
COLOR LEGEND	
PUBLIC SPACES	Purple
SERVICE SPACES	Orange
PROCESSING SPACES	Green
TEMPERATURE CONTROLLED SPACES	Red

Enlarged Plan - Mechanical Room



COLOR LEGEND	
PUBLIC SPACES	
SERVICE SPACES	
PROCESSING SPACES	
TEMPERATURE CONTROLLED SPACES	

Enlarged Plan - Service Yard



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TAB 4

Architectural Design Narrative

Harrison Kornberg Architects

1.1. PROJECT DATA

- A. Project: Library Repository
- B. Project Location: San Marcos, Texas (STAR Park Campus)
- C. Owner: Texas State University
- D. Primary Building Use: Long term storage of library resources and artifacts.

1.2. PROJECT SCOPE

- Civil/Site Development of approximately 6 acres including:
 - Site grading
 - Vehicular access drive to accommodate passenger vehicles, delivery trucks, and semi-trailer trucks (18-wheelers). The extension and associated maneuvering space will serve a future adjacent building.
 - Loading area at grade (no loading dock)
 - Service yard for mechanical equipment (equipment to be screened from public view)
 - Pedestrian walkways for building access and emergency egress
 - Surface parking lot, including concept for enlargement, with accessible path to building entry
 - Site lighting
 - Landscaping and irrigation system
 - Exterior site and building signage

Refer to Civil Design Narrative for additional information

- The Building Shell is divided into two distinct parts:
 - Tilt-Wall Warehouse Building designed for High-Bay Storage
 - Steel Framed Building housing Staff and Support Areas
- Building functions include:
 - High-Bay Storage Area:
 - Controlled environment for storing historical collections and artifacts
 - Concept for two expansions of similar size to increase volume of the storage area
 - Staff and Support Areas:

<ul style="list-style-type: none"> Entry lobby with vestibule Break Room Private Office Men's, Women's and Family Accessible Restrooms Reading / Viewing Room Archivist / Project Workroom 		<ul style="list-style-type: none"> Loading Dock Van Garage Fire Riser Electrical Room Janitor's Closet Private Office Mechanical Room
--	--	--

Intermediate Distribution Frame
 Processing
 Quarantine Anteroom
 Quarantine Freezer
 Vacuum Room
 Crate and Supply Storage

High Pile Storage
 Arts and Artifacts
 Concept for expansion

1.3. WAREHOUSE STORAGE

High pile storage systems are provided by the Contractor.
 Archival storage racks are provided by the Contractor.

1.4. STAFF AND SUPPORT AREAS

The primary mechanical systems are located within the building, with supporting equipment in screened service yard areas adjacent to the building.

1.5. SERVICE YARD

The service yard area is a rigid concrete pavement type. Refer to the Civil Engineer’s design narrative. The service yard includes a screened enclosure.

1.6. LOADING AREAS

The loading area is at grade with no raised loading dock. Concrete filled steel bollards are used to protect the building structure at all loading areas. For rain protection a dock shelter is provided at the dock area. The loading area has a hydraulic leveler.

1.7. PARKING

Nine total parking spaces are provided. One of these parking spaces is handicap accessible.

1.8. CODES AND STANDARDS

- A. CODE ANALYSIS: See Report for Fire Protection and Life Safety Code Summary dated September 23, 2015.
- B. DESIGN GUIDELINES: Design criteria are based on Texas State University Construction Standards Version 2015 (including Amendment 1), and the Architectural Space Program dated June 2015.
- C. ENERGY: The project is designed to comply with State Energy Conservation Office requirements.
- D. DISABLED ACCESS: All work is designed to comply with 2012 Texas Accessibility Standards.

1.9. SUSTAINABILITY REQUIREMENTS

Refer to the Statement of Energy Conservation and Sustainability section of this Design Approval Binder.

Civil Design Narrative

Jose I. Guerra, Inc. Consulting Engineers

Site Grading The site grading area comprises 6 acres inclusive of adjacent stormwater detention/flowways to the west and north of the building site. The building finished floor elevation is 663.00, with loading dock, parking and entry driveway occurring between elevations 663 and 660. The stormwater detention/flowway is set to bottom elevations varying from 655 to 660. A detention berm and control structure constructed with the STAR One project will be removed; a shallow detention area will be graded along the McCarty Lane frontage.

The parking, loading and drive areas surface drain to the east to the curbed entry driveway. Curb openings and concrete flumes to the bottom of the detention area are provided. A curb inlet at the east side of the entry drive connects to the driveway cross drain. A two foot deep surface drainage intercepter swale along the eastern side of the building directs overland flow from the west higher lands around the building and parking lot to the north and south.

Paving The entry drive, loading dock maneuvering, and parking lot areas are rigid concrete pavement with 6" high curbs and gutters, designed in accordance with geotechnical investigations and recommendations.

Nine parking spaces are provided, including one ADA van-accessible space. They are accessed via a 24 ft wide dead end drive aisle running west from the entry drive. Concrete sidewalks connect the parking area to the building entry and exits.

The 36 foot wide entry drive is striped for a 12 foot entry lane, a 12 foot left turn exit lane and a 12 foot right turn exit lane. 30 foot radii connect the drive to McCarty Lane. Beyond the parking area, the 36 foot section becomes a two lane, 24 foot wide drive to the paved dock maneuvering area.

Site Drainage A 24" Class III Reinforced Concrete Pipe culvert extends under the entry driveway, and includes an inlet with open slot facing east at its western end, and a mitered end section at the east end.

Internal roof drains connect to an under slab collector pipe running below the internal corridor. A Polyvinyl Chloride pipe service line connects the under-slab drain line to the detention pond.

Water Service The site is served by a 12" public distribution main along the south side of McCarty Lane. A single 8" tap onto that main extends to a manifold for a 2" building domestic meter and 1-1/2" irrigation meter to serve the building. Both of these services have back flow preventers. A 3" PVC domestic service continues south to the building mechanical service yard.

An 8" fire water line continues from the meter manifold point for fire hydrants and a service for the building fire sprinkler system. This has a back flow preventer. The fire water line extends southward to a tee for a 8" extension westward to a fire hydrant at the west end of the parking area. From the tee, the 8" fire water line continues eastward and then south around the building. The fire water line extends along the detention pond south to the end of the project. A fire hydrant will be located at that point with the 8" line plugged for extension with future projects.

A 6" building fire sprinkler water service line extend from a tee in the 8" fire water line immediately north of the building mechanical service yard and extends south to that service yard area. Both the fire hydrants are served from tees in the 8" mains.

Wastewater Service The building internal under slab wastewater lines are collected to a trunk gravity line running from west to east below the central corridor. A 6" Standard Dimension Ratio 26, Polyvinyl Chloride pipe gravity service line extends from the exit point of the building to the center of the of the entry drive extension. A 4 foot diameter manhole is placed at that point with 300 feet of 8" Standard Dimension Ratio 26, Polyvinyl Chloride pipe gravity line extending south in the center of the drive aisle to the existing 8" gravity line running west to east. A 4 foot diameter manhole is cut into the existing gravity main at the point of connection. The invert elevation of the existing 8" gravity line is 655.5 at the point of connection.

Gas Service A natural gas service line is extended along the entry drive from McCarty Lane to the building mechanical service yard. The gas service also extends 1,300 feet west along McCarty Lane from the end of the existing gas main on McCarty Lane. This includes a jack and bore under the existing railroad track adjacent to the site and also under Mc Carty lane. The gas meter is at the building mechanical service yard. The service to that point is by the Gas Company.

Electric Service Electrical service is through underground Polyvinly Chloride pipe conduits extending along the entry drive from McCarty Lane to the building mechanical service yard. The electric lines extend within a new 10 foot power easement, in underground conduits 560 feet west along McCarty Lane from existing electrical service at the STAR ONE entry drive.

Communications Duct Bank A communications duct bank extension consisting of underground Polyvinyl Chloride pipe conduits and manholes brings data to the building from an existing communications manhole at the southwest corner of the STAR ONE project.

Landscape Design Narrative

Asakura Robinson

PROJECT SCOPE

The landscape for the Texas State Library and Repository uses several strategies to relate to the building geometry and site context while remaining flexible for future expansion of the satellite campus.

The scope of landscape and irrigation improvements consist of areas immediately adjacent to the library, designated future expansion areas, detention, and areas distributed due to construction.

The landscape design employs the following approaches:

- Maintains existing native habitat where possible
- Relates to building geometry
- Addresses main drive, parking, building, and open areas with low-maintenance, native and adaptive plants from SECTION 32 93 00 – PLANTS of Texas State University Construction Standards Version “2015”
- Delineates main drive with fast-growing shade trees
- Screens surface parking lot while also allowing space for future parking enlargement
- Outlines building entry and pedestrian sidewalk with plants providing seasonal interest
- Screens high pile area with fast-growing shade trees
- Screens service yard and parking with tall grasses and shrubs
- Irrigation consistent with SECTION 32 84 00 – LANDSCAPE IRRIGATION of Texas State University Construction Standards Version “2015” and LEED Water Efficient requirements

MAIN DRIVE

- Outlines the drive with thirteen large, fast growing Cedar Elm (*Ulmus crassifolia*) and two ornamental Texas Mountain Laurel (*Dermatophyllum secundiflorum*) trees to highlight the approach and reference the main campus’s use of trees to demarcate drives
- Helps screen the building from West McCarty Lane with use of shade trees

PARKING & LIBRARY ENTRY

- Screens taller high pile program, parking, and service yard and inhibits direct line of sight from West McCarty Lane and main drive
- Uses row of large, fast growing Montezuma Cypress (*Taxodium mucronatum*) trees located along the edge of the surface parking lot, out of the designated future expansion area, to screen high pile area

- Relates planting beds to building massing on all sides of the surface parking to create a sense of place and sequence upon approach
- Considers height, color, and texture of the plant species in relation to the programs, siting, and entry order (plant list following)
- Varies in appearance as species mature and change through the seasons

DESIGNATED FUTURE EXPANSION AREAS

- Provides lawn only directly adjacent to the library to leave larger context undistributed
 - Northeast lawn is Bermuda sod (*Cynodon dactylon*) to provide usable open space
 - Southwest lawn is Native American Seed Prairie Grass Midway Mix

DETENTION & RE-GRADED AREAS

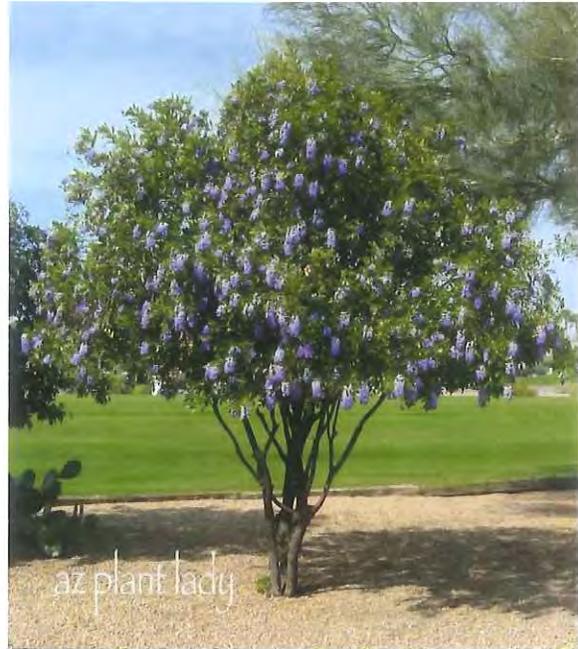
- Treats large swaths which may be disrupted by construction, re-grading, and detention with the following Native American Seed, context-specific native grasses and wildflower mixes:
 - Prairie Grass Midway Mix
 - Upper Slope Wildflower Mix
 - Wetland Fringe Mix
- Helps preserve existing conditions and add seasonal interest while keeping maintenance and water demands low with the use of grasses and wildflowers

IRRIGATION

- Complies with SECTION 32 84 00 – LANDSCAPE IRRIGATION of Texas State University Construction Standards Version “2015”
- 50% reduction from baseline water use in compliance with LEED W2.2 Water Efficient Landscaping



Cedar Elm
Ulmus crassifolia



Texas Mountain Laurel
Dermatophyllum secundiflorum



Montezuma Cypress
Taxodium mucronatum



Manfreda
Manfreda maculosa

Landscape Design Narrative

Asakura Robinson



Esperanza
Tecoma stans



Texas Mahonia
Mahonia swaseyi (Berberis swaseyi)



Rosemary
Rosmarinus officinalis



Lindheimer's Muhly
Muhlenbergia lindheimeri



Creeping Rosemary



Carex

Bermuda Sod
Cynodon dactylon



END OF LANDSCAPE ARCHITECTURE DESIGN NARRATIVE

Structural Design Narrative

ASA Dally Inc.

1. Project Description

The project consists of a 1-story structure for the storage area and one story for the work area. The storage area which has a 44 foot tall roof is approximately 8,900 square feet and the work area which has a lower roof is approximately 10,211 square feet.

2. Design Criteria

The structure is designed for the following loads.

Mechanical Area	150 pounds per square foot live load
Roof	20 pounds per square foot live load
First Floor (Work Area)	100 pounds per square foot live load
First Floor (Storage Area)	810 pounds per square foot live load (Weight of books + shelving)
First Floor deflection limit	Length of member (inches) /700

In addition to the live loads the roof structure is designed for 10- pounds per square foot dead load ceiling and mechanical

3. Structural System

Roof structure consists of steel beams and steel bar joists framing and steel roof deck. The exterior walls are load bearing concrete tilt walls and there are also interior steel columns in the work area. There is roof top equipment located over the Van Garage space.

4. Lateral System

The Concrete tilt- up walls are being used as shear walls to resist lateral loading.

5. Foundations

The geotechnical report is not available at this time. The floor slab is a structural slab over carton void forms, the slab consist of a one way 12” thick slab supported on concrete beams that are spaced at 10’-0” on center max at the storage area. At the work area the slab is a one way 8” thick slab supported on concrete beams that are spaced at 16’-0” on center max. The type of footings that will be used will depend of the soil report recommendations, quantities

The exterior building skin consists of concrete insulated tilt-up panels. The panel thicknesses are 17” total with 9 ½” structural thickness, 4” thick insulation and 3 ½” thick exterior topping layer. Refer to architectural drawings for elevations.

7. Structural Materials and Notes

a. Notes

- All reinforcing steel shall conform to ASTM A615 grade 60
- All concrete shall be as follows:

b. Materials

• Slabs & Beams	5000 pounds per square inch	NW
• Spread Footings	3000 pounds per square inch	NW
• Tilt up Walls	4000 pounds per square inch	NW
• All Other Concrete	3000 pounds per square inch	NW

8. Structural Steel Quantities and Notes

a. Notes

- All wide flange beams shall conform to ASTM A992. ASTM A572 Grade 50 is acceptable as a substitute for A992. All steel for connections, kickers and edge angles can be Grade A36.
- All metal decks are galvanized.
- Structural steel quantities shall be determined from unit quantities and additional allowances as indicated in this narrative.
- Miscellaneous steel shown in quantities includes edge angles, hangers, kickers, etc.
- Multiply unit quantities by total floor areas to determine structural steel quantities.
- Roof deck shall consist of 1 ½” deep 20 gage metal deck.
- Roof steel slopes to drains.

b. Quantities

Storage Area

- Roof Metal Deck 1 1/2" deep 20 gage galvanized metal deck
- Roof Structure 4 pounds per square foot
- Connections 0.75 pounds per square foot
- 9 1/2" tilt wall panels #5 at 10" on center vertical bars each face and #4 at 12" on center horizontal bars each face.
- 3 1/2" Tilt up topping on exterior face #3 at 18" each way centered.
- Concrete slab and beams 9 pounds per square foot for Reinforcement
- Concrete slab and beams 1.85 cubic foot per square foot for concrete
- Spread footing and plinths 2 pounds per square foot for Reinforcement
- Spread footing and plinths .75 cubic foot per square foot for concrete

Work Area

- Roof Metal Deck 1 1/2" deep 20 gage galvanized metal deck
- Roof Structure 3.5 pounds per square foot
- Connections 0.75 pounds per square foot
- 9 1/2" tilt wall panels #4 at 12" on center vertical bars each face and #4 at 12" on center horizontal bars each face.
- 3 1/2" Tilt up topping on exterior face #3 at 18" each way centered.
- Concrete slab and beams 5.5 pounds per square foot for Reinforcement
- Concrete slab and beams 1 cubic foot per square foot for concrete
- Spread footing and plinths .50 pounds per square foot for Reinforcement
- Spread footing and plinths .2 cubic foot per square foot for concrete

MEP Design Narrative

Jones*DBR Engineering

MEP Systems

Applicable Codes and Standards - All work performed will be as per the codes adopted by Texas State University and per Texas State University Construction Guidelines. All plans will be submitted to the required Authorities for approval.

HVAC System

Codes

The adopted mechanical codes include 2012 International Mechanical Code, Texas State Energy Conservation Office requirements, American Society of Heating, Refrigeration, and Air Conditioning Engineers, and Sheet Metal and Air Conditioning Contractors National Association Handbooks.

1. SYSTEMS SIZING DESIGN PARAMETERS

- | | | | | |
|----|---------|---------------------------|-----------------------------------|----|
| a. | Summer: | Outdoor temperature | 98 degrees Fahrenheit dry bulb | 78 |
| | | degrees Fahrenheit wb | Indoor temperature | |
| | | Public Spaces | 68-75 degrees Fahrenheit dry bulb | |
| | | | 40-60 % relative humidity | |
| | | Arts & Artifacts | 68 degrees Fahrenheit dry bulb | 40 |
| | | percent relative humidity | | |
| | | High Pile Storage | 50 degrees Fahrenheit dry bulb | 30 |
| | | percent relative humidity | | |
| | | | | |
| b. | Winter: | Outdoor temperature | 34 degrees Fahrenheit dry bulb | |
| | | Indoor temperature | | |
| | | Public Spaces | 68-75 degrees Fahrenheit dry bulb | |
| | | Arts & Artifacts | 68 degrees Fahrenheit dry bulb | 40 |
| | | percent relative humidity | | |
| | | High Pile Storage | 50 degrees Fahrenheit dry bulb | 30 |
| | | percent relative humidity | | |

ENERGY TARGET

- a. Increase energy efficiency performance 20% over American Society of Heating, Refrigeration, and Air Conditioning Engineers 90.1 – 2007.

PRIMARY HEATING SYSTEM

- a. The central heating plant consists of natural gas-fired, condensing heating water boilers, sized for a total of 110 percent of the building winter design load.
- b. Each boiler has a minimum turndown ration of 5:1 or a minimum heating plant turndown ratio of 20:1.
- c. The boiler plant provides hot water based on an outside air reset schedule. The air handling unit heating water coils provide design capacity at 140 degrees F entering water temperature.
- d. Hydronic coils are selected with the highest water temperature drop possible to maximize the boiler plant efficiency.
- e. The heating water distribution system incorporate a variable-primary pumping scheme.
- f. The variable speed pumps are controlled by a variable frequency controller. The variable frequency controller for the pumps are controlled by differential pressure sensors located towards the ends of the longest piping runs.

- h. Pipe loops routed to mechanical rooms in the building are a direct-return heating water piping system located above the ceiling.
- i. Shutoff valves are included to aid in system isolation, should maintenance work be required.
- j. Automatic flow control valves are provided for all heating water coils.
- k. Two-way modulating control valves are provided for the system heating water coils with a minimum number of three-way modulating control valves in order to maintain minimum flow as required for boilers and pumps.
- l. Controlled isolation valves are provided on each boiler.
- m. Equipment accessories include a combination air/dirt separator, expansion tank, chemical shot feeder, and make-up water connection.
- n. Piping system includes full flow bypass at all hydronic coils to allow for cleaning and flushing prior to system fill.

Chilled Water Cooling System(Glycol)

- a. The block cooling load for the building is 60 tons.
- b. A future load of 30 tons for a future high pile storage space is included.
- c. The central cooling system consists of a minimum of (2) indoor, variable speed air-cooled scroll water chillers, to provide chilled water(glycol) to the air handling units.
- d. The chilled water distribution system utilizes (2) primary vertical in-line circulating pumps, each sized for flow rates and head required by the chiller evaporator. The primary pumps are provided with a variable frequency controller to aid in balancing and soft-start, but will be operated as constant speed pumps.
- e. The primary variable speed pumps serving the building are controlled by a variable frequency controller. The variable frequency controllers for the pumps are controlled by differential pressure sensors located towards the ends of the longest piping runs.
- f. The air handling units chilled water coils are selected to provide design capacity at 35 degrees F entering water temperature.
- g. Piping throughout the building is designed as a direct-return chilled water system located above the ceiling.
- h. Shutoff valves are included to aid in system isolation, should maintenance work be required.
- i. Automatic flow control valves are provided for all chilled water coils.
- j. Three-way modulating control valves are provided for the system chilled water coils in order to maintain minimum flow as required for the chillers.
- k. Controlled isolation valves are provided on each chiller.
- l. Equipment accessories include a combination air/dirt separator, chemical shot feeder, expansion tank, and make-up water connection on the chilled water system.
- m. The Piping system has a full flow bypass at all hydronic coils to allow for cleaning and flushing prior to system fill.
- n. The Piping system has connections at each chiller to allow temporary chiller connection, in case of failure or maintenance.
- o. The chillers are sized to include redundancy.

Dehumidification System

- a. A solid dry desiccant wheel provides moisture removal for dew points lower than 35 deg. Fahrenheit
- b. Cooling coils provide moisture removal down to 35 deg. F

- Conditioning Contractors National Association Standards. The duct is externally insulated. The insulation is 1 ½" foil faced fiberglass. Liner is only used for sound sensitive spaces. Flexible duct connects the diffusers to the sheet metal trunk ducts. Diffusers are coordinated with the selected finishes in the space.
- b. The HVAC controls are new Direct Digital Controls matching the existing Campus control systems.
 - c. All systems are tested and balanced as per Associated Air Balance Council standards
 - d. The systems are commissioned as per The United States Green Building Council.

Plumbing Codes

The adopted plumbing code is the 2012 International Plumbing Code

Domestic Water System

- a. The domestic cold water and hot water systems are installed in insulated type "L" copper piping as per the Facility Standards.
- b. The hot water systems are recirculating type. A small circulating pump is required for each system.
- c. Domestic water systems are disinfected in accordance with code.

Sanitary Waste and Vent Piping

- a. The sanitary waste and vent are service weight cast-iron and connect to the underground sewer system outside.
- b. Vents go through the roof.
- c. Floor drains, floor sinks, cleanouts, fixtures, and other items are as per University requirements.

Storm Piping

- a. The roof drains to scuppers and downspouts located on the outside of the building.

Natural Gas Piping

- a. Natural gas service to the new building is routed from an existing gas main, and routed to a gas meter located near the new main mechanical room. The utility co. provides a step down pressure regulator from high pressure to 2 psi. All work downstream of the meter including any additional regulators to the final connection to equipment are by the plumbing contractor.
- b. Natural gas piping valves are installed no higher than 54" above the floor.
- c. Material for natural gas piping is schedule 40 black steel, threaded for pipe sizes ¾"- 2". Piping 2 ½" and larger will be schedule 40 black steel, welded piping and fittings.
- d. All gas piping located below floor or in a concealed space is installed within a casing and vented thru roof with no other connections to this gas casing vent.

Electrical System

Codes

The adopted electrical code is the National Electric Code

Main Electrical Service and Metering

- a. The main electrical service consists of an underground primary service from

- b. property line to utility company transformer.
The utility transformer that serves the building is pad mounted and provided by the Utility Company.
- c. The utility transformer is located on the exterior of the building.
- d. Underground secondary service conductors from the utility transformer are run underground in conduit to the main service switchboard.
- e. Secondary service from the utility transformer is 480/277 volt, 3 phase, 4 wire, wye
- f. A utility meter with current transformers is required on the transformer secondary located outside.

Main Electrical Distribution

- a. The main switchboard located in the main electrical room utilizes molded case circuit breakers. The building main breaker is an insulated case power breaker with longtime, short time, instantaneous, and ground fault trip protection.
- b. The main switchboard has an integral surge protective device, and a digital electronic meter with event storage capacity.
- c. The building has multiple dry type transformers to step down the service voltage 480V delta to 208Y/120 volt, 3 phase, 4 wire, wye. Transformers are located in each building module. A non-fused, primary disconnect switch is provided at each transformer.
- d. A dedicated electrical room for normal power main electrical equipment is provided.
- e. A dedicated emergency equipment electrical room, adjacent to the normal power main electrical room is provided. This room will house all transfer switches and emergency distribution panels.

Branches and Panelboards

- a. Branch panelboards are located in electrical closets throughout the facility, 208Y/120 volt, 3 phase, 4 wire, are used for receptacles, incandescent lighting and small motors loads (3/4 HP and smaller).
- b. Fluorescent and Light Emitting Diode lighting systems utilize 277 volt, 3 phase, 4 wire, wye.
- c. Large electrical loads (air handler units, chillers, circulating pumps, heat pumps, etc.) utilize 480/277 volt, 3 phase, 4 wire, wye.
- d. An integral surge protective device is provided for 208 volt panelboards serving receptacle loads.
- e. Dry-type transformers are protected by lightning arresters.
- f. Local panelboards provide 10% minimum spare circuit capacity.

Grounding

- a. Equipment grounding conductor in all circuits bonded to all ground lugs, bus, switches, equipment frames, receptacles, etc., are per National Electrical Code.

Surge Protective Devices

- a. Integral surge protective devices, with overcurrent protection are provided at each 480 and 208 volt switchboard. The surge protective device has an event counter and light emitting diode type display indicating that it is operational in all modes.
- b. An integral surge protective device, with overcurrent protection is provided at each 208Y/120V panelboard which serves receptacle loads. The surge protective device has an event counter and light emitting diode type display indicating that it is operational in all modes.
- c. An integral surge arrester is provided at each dry type transformer. The surge protective device has an event counter and light emitting diode type display indicating that it is operational in all modes.

Illumination Levels

- a. Target levels maintained are as follows:

<u>Footcandles</u>	<u>Spaces</u>
60 – 70	Offices, conference rooms
20 – 30	Corridors, storage rooms, toilets
40 – 55	1 Paths of Egress and corridor emergency lighting
0.5 – 1	Parking lots

Lighting

- a. All interior lighting is Light Emitting Diode Type.
 b. All exterior lighting including parking lot and security lighting is Light Emitting Diode type luminaires
 c. Exit signs are red light Emitting Diode, 25 year life expectancy and low energy consumption

Fire Protection System

- a. All areas are protected with a wet-pipe sprinkler system. Hazard classification will be light hazard for the corridors, lobbies, etc., and ordinary hazard, Group 1 for the processing, work rooms, and mechanical rooms and ordinary hazard group II for the storage and loading dock areas. The system complies with applicable federal standards, National Fire Protection Association Bulletin No. 13 Installation of Sprinkler Systems, Factory Mutual requirements, local State Board of Insurance and Fire Marshall.
 b. Sprinkler heads located in a finished ceiling are pendent type sprinkler with a white finish or concealed type. Sprinkler heads located in exposed structure ceilings are an upright type sprinkler with a natural brass finish. Sprinkler system piping material is Schedule 40 black steel joined with screwed, flanged or welded joints. The drain for sprinkler system drains through the outside wall at grade.
 c. A fire pump and break tank are provided to support the fire sprinkler system.

Fire Alarm System

- a. The fire alarm system is an addressable system that meets Texas State University Standards.
 b. The fire alarm system meets National Fire Protection Association Standards and the Texas State Code.
 c. The main control panel is located in MDF room.
 d. A remote annunciator panel is located at the main entry.

Technology Design Narrative

4b

The facility is equipped with a single tiered access control and intrusion detection system managing entry into each building. The system controls and monitors access into areas of the building, and allows access to appropriately authorized personnel only.

The system is compatible with existing university cards and interfaces with the access control management system database. The access control and intrusion detection systems can report to centralized security command centers via the Texas State University campus data network.

Secure areas listed in the building program include:

1. MDF/IDF,
2. Mechanical,
3. Electrical,
4. High Pile Room,
5. Art and Artifact Storage,
6. Processing Room,
7. Archivist / Project Room,
8. Crate Storage and Packing Room,
9. Quarantine Ante- Room,
10. Quarantine Room with Freezer,
11. Vacuum Canister Room
12. Loading Dock / Staging Area.

APPLICABLE CODES AND STANDARDS

1. ANSI/TIA-569 B Standard, Commercial Building standard for telecommunications Pathways and spaces.
2. ANSI-J-STD-607-A Commercial Building Grounding and Bonding requirements for telecommunications
3. National Electrical Code (NEC) (Latest revision and pertinent addendums)
4. National Fire Protection Association (NFPA) Publications (Latest revisions and pertinent addendums)
5. Americans with Disabilities Act (ADA)
6. NFPA 101, National Fire Protection Association
7. NFPA -70, National Fire Protection Association
8. UL 294, Underwriter's Laboratories Access Control Systems
9. UL 1037, Underwriter's Laboratories anti-theft alarms and devices
10. UL 1076, underwriter's Laboratories Proprietary Burglar alarms units and systems
11. ELA-RS-170 Broadcast standards
12. NTSC Color system standards
13. Building Officials and Code Administrators International, Inc. (BOCA) National Building Code

14. Uniform Building Code (UBC)
15. Local Governing authorities having Jurisdiction

MATERIALS AND NOTES

Notes:

1. All cabling for the security access control systems have home runs to the nearest Telecom room on the corresponding floor.
2. The Telecom room is designed so that Information Technology and Security personnel may access the rooms without disturbing day-to-day operations of the facility.
3. The Telecom Rooms are provided with environmental controls, access control, 3/4" flame resistant plywood backboards on all walls and power and grounding provisions as required to support the security equipment to be installed in the room.
4. Doors secured with access control are of the dual technology Magnetic swipe/ Proximity Card reader-type and must be compatible with all existing security systems on campus.
5. All exterior egress doors receive Chexit delayed egress devices.
6. Exterior Blue phones shall be located on site. in numbers and locations coordinated with Texas State University police / security.
7. Surveillance cameras are located at building entrances, in hallways, and at exterior storage and mechanical yards.

IT/AV TECHNOLOGY DESIGN

The technology infrastructure design for the Repository fully supports current high-speed voice and data applications and provides a seamless migration for the future deployment of converged voice, data and video applications utilizing Internet Protocol telephony. The fiber optic backbone, outside plant telephone cables and broadband Radio Frequency (video) cables are terminated in the project's Main Equipment Room. The Texas State University has standardized on the Ortronics Cabling System which provides up to a 25 Year Warranty. The technology infrastructure is fully compliant with the latest versions of the ANSI/TIA 568-C Series Commercial Building Telecommunications Cabling standards and the Texas State University adopted cabling standards. Supported speeds will include up to 1Gigabit ethernet in the Category 6 horizontal subsystem from the main equipment room and telecom room to telecommunications outlets and 1Gigabit ethernet and 10 Gigabit ethernet in the intra-building.

The technology design complies with the latest versions of the following:

APPLICABLE CODES AND STANDARDS

1. The Texas State Facility Design Guidelines, Telecommunications Cabling standards.
2. ANSI/TIA 568-C.1 – Commercial Building Telecommunications Cabling standard – Part 1: General requirements, April 1, 2001 and current amendments
3. ANSI/TIA 568-C.2 – Commercial Building Telecommunications Cabling standard - Part 2: Balanced twisted Pair Cabling Components, April 1, 2001 and current amendments

4. ANSI/TIA 569-B - Commercial Building standard for telecommunications Pathways and spaces.
5. ANSI/TIA 606-B – Administration standard for Commercial telecommunications Infrastructures, June 21, 2002
6. ANSI-J-STD-607-A – Joint standard for Commercial Building Grounding (earthing) and Bonding requirements for telecommunications, 2002
7. International standards organization/ International electrotechnical Commission (Iso/IeC) Is 11801, 2000.
8. Underwriters Laboratories (UL) Cable Certification and Follow Up Program.
9. National Electrical Manufacturers Association (NEMA).
10. National Electric Code (NEC), Latest Issue
11. Institute of Electrical and Electronic Engineers (IEEE). UL testing Bulletin.
12. NFPA National Electrical Code

TELECOMMUNICATIONS ROOMS CRITERIA

1. Minimum size of 9'x10' for clearance purposes
2. ¾" flame resistant Plywood Backboard
3. One (1) fourplex Isolated Ground 120-volt Power outlet on each Wall
4. Maximum two (2) fourplex outlets Per Circuit
5. One (1) 30-amp 120-volt single Phase outlet per equipment rack
6. Located away from Mechanical rooms
7. Grounding Bus Bar required by ANSI-J-STD-607-A
8. No Ceiling Permitted in this room
9. No water routed through or adjacent to this room
10. Minimum of 50 foot candles illumination at 3'

TELECOMMUNICATION INTERCONNECT SYSTEM

Outside plant service entrances connect to the existing campus broadband, voice and data networks through new conduit duct bank to connecting existing duck systems to the adjacent STAR One building complex. Fiber Optic and Copper OSP cabling counts and termination locations coordinate with Texas State requirements. All intra-building Telecom Rooms are fed from the Main Equipment Room utilizing 12 strand singlemode and 12 strand (OM3) multimode fiber optic and one (1) 50 pair Category 3, plenum tie cable.

HORIZONTAL CABLE DISTRIBUTION SYSTEM

The telecommunications cable distribution system runs above the finished ceiling to the nearest Telecom Room on the corresponding wing of the floor. The maximum allowed distance from the Telecom Room patch panel to the workstation outlet is 295'. Conduit is a minimum of 1" Electrical Metallic Tubing, and shall not exceed 100 feet between pull boxes or a total of 180 degree sweeps in a conduit run. Horizontal conduit connects the station outlet boxes with the nearest appropriate cable pathway. each outlet consists of a 4" x 4" x 2 ½" double gang box fed by a minimum 1" conduit with pull strings.

WORKSTATION REQUIREMENTS

The project meets Category 6 cabling performance standards. All horizontal cabling (both voice and data) consists of Category 6, 4 pair Unshielded Twisted Pair copper cable terminated at the Telecom Room in 48-port Category 6 angled patch panels. All jacks are Ortronics Series II flush-type mounted into conduit and boxes installed in the hollow wall space. Typical outlets in the building consist of two (2) data jacks per outlet.

The major components of the technology and A/V design include:

1. Entrance facility
2. Backbone Pathways & spaces
3. Backbone Cabling, Copper and fiber
4. Telecommunications rooms
5. Horizontal Pathways & spaces
6. Horizontal Cabling, Category 6
7. Work area outlets
8. Patch Cords

These components support the following systems:

1. Voice
2. Data
3. Television Broadband (if required)
4. Wireless throughout the facility
5. Audio/Visual on a room by room basis
6. Special Systems (Security, Building Automation, etc.)

END OF TECHNOLOGY AND SECURITY NARRATIVE

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TAB 5

EXECUTIVE SUMMARY

SD/DD Budget, dated 10-8-15
Based on 100% SD Submittal, dated 10-1-15

Project Information

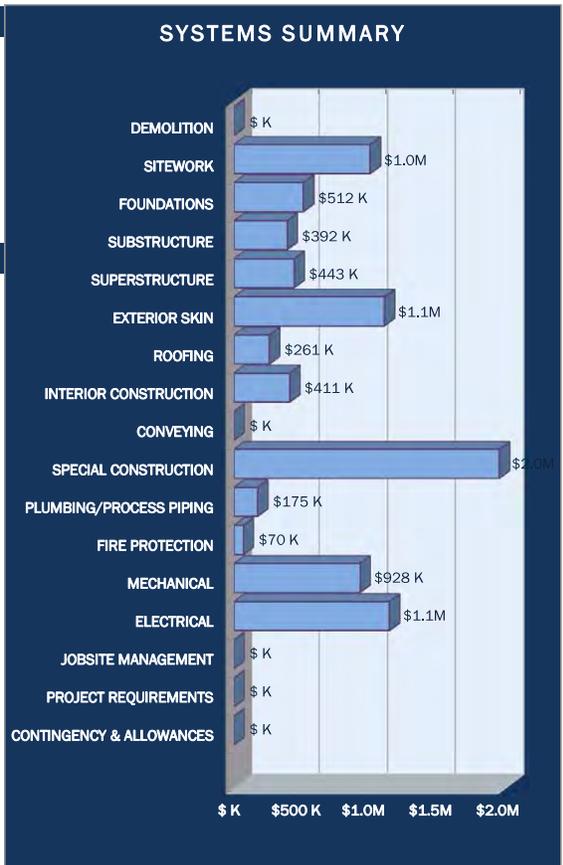
Client	Texas State University
Project	Library Repository San Marcos, TX Based on 100% SD Submittal, dated 10-1-15
Architect	
Estimator	BK DKS/MA TM
Estimate Id	
Project Duration	12 mo
Date	October 15, 2015
Building Type	Higher Education



Project Costs Summary

PROJECTED CONSTRUCTION COSTS		\$463.57 / sf	\$8,859,267
Contingency	7.00%	\$30.97 / sf	\$591,871
Design Fees - NIC		\$0.00 / sf	\$0
Testing & Insp Costs - NIC		\$0.00 / sf	\$0
Permits & Plan Check - NIC	0.00%	\$0.00 / sf	\$0
Jobsite Management		\$40.59 / sf	\$775,772
Furniture - NIC		\$0.00 / sf	\$0
TOTAL		\$535.13 / sf	\$10,226,911

Fire Sprinkler Alternate ADD \$ 394,790



SYSTEMS SUMMARY

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Systems Number	Description		Cost / sf	Total
01	DEMOLITION		\$0.00 / sf	\$0
02	SITWORK		\$52.48 / sf	\$1,002,949
03	FOUNDATIONS		\$26.79 / sf	\$511,949
04	SUBSTRUCTURE		\$20.50 / sf	\$391,722
05	SUPERSTRUCTURE		\$23.18 / sf	\$442,933
06	EXTERIOR SKIN		\$57.92 / sf	\$1,106,890
07	ROOFING		\$13.67 / sf	\$261,181
08	INTERIOR CONSTRUCTION		\$21.49 / sf	\$410,777
09	CONVEYING		\$0.00 / sf	\$0
10	SPECIAL CONSTRUCTION		\$102.19 / sf	\$1,953,016
11	PLUMBING/PROCESS PIPING		\$9.14 / sf	\$174,600
12	FIRE PROTECTION		\$3.66 / sf	\$70,000
13	MECHANICAL		\$48.56 / sf	\$928,000
14	ELECTRICAL		\$59.86 / sf	\$1,144,000
15	JOBSITE MANAGEMENT		\$0.00 / sf	\$0
16	PROJECT REQUIREMENTS		\$0.00 / sf	\$0
21	CONTINGENCY & ALLOWANCES		\$0.00 / sf	\$0
TOTAL			\$439.43 / sf	\$8,398,019
	State Tax - NIC EXEMPT	0.00%	\$0.00 / sf	\$0
	Subcontractor Default	1.25%	\$3.00 / sf	\$57,286
	Fee	3.95%	\$21.14 / sf	\$403,963
PROJECTED CONSTRUCTION COSTS			\$463.57 / sf	\$8,859,267
	Contingency	7.00%	\$30.97 / sf	\$591,871
	Design Fees - NIC		\$0.00 / sf	\$0
	Testing & Insp Costs - NIC		\$0.00 / sf	\$0
	Permits & Plan Check - NIC	0.00%	\$0.00 / sf	\$0
	Jobsite Management		\$40.59 / sf	\$775,772
	Furniture - NIC		\$0.00 / sf	\$0
TOTAL			\$535.13 / sf	\$10,226,911

DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
02 SITEWORK						
Mass Excavation						
	Building Excavation 4' excavation		17,500	cy	\$6.50	\$113,750
	Building Excavation Cut / Fill		10,000	cy	\$5.00	\$50,000
	Building Pad Select Fill		11,000	cy	\$9.50	\$104,500
Subtotal: Mass Excavation						\$268,250
Slope Prot/Erosion Contrl						
	Erosion Control		1	ls	\$3,500.00	\$3,500
	Erosion Control Maintenance		1	ls	\$2,500.00	\$2,500
	Remove Temp Outfall Structure		1	ls	\$750.00	\$750
	Rework Detention Pond		1	ls	\$20,000.00	\$20,000
	Rip Rap Protection		200	sf	\$6.00	\$1,200
Subtotal: Slope Prot/Erosion Contrl						\$27,950
Detention Ponds						
	Retention Pond	Re-work in earthwork	1	ls	\$0.00	\$0
Subtotal: Detention Ponds						\$0
Pavement Markings						
	Parking Striping		9	ea	\$9.00	\$81
	Stripe Hatching		50	sf	\$2.00	\$100
	Directional Arrows		9	ea	\$9.00	\$81
	Paint Red Curb		900	lf	\$1.00	\$900
	Precast Wheel Stops, 6'		1	ea	\$25.00	\$25
	Handicap Signs		1	ea	\$125.00	\$125
Subtotal: Pavement Markings						\$1,312
Curbs & Gutters						
	Curb & Gutter		1,650	lf	\$16.00	\$26,400
Subtotal: Curbs & Gutters						\$26,400
Flatwork						
	Sidewalks		1,380	sf	\$4.65	\$6,417
	Handicap Ramps		1	ea	\$900.00	\$900
	Entry Drives		200	sf	\$6.00	\$1,200
	Site Paving and Drives		32,780	sf	\$3.10	\$101,618
Subtotal: Flatwork						\$110,135
Misc. Site Concrete						
	Light Pole Bases		8	ea	\$769.00	\$6,152
Subtotal: Misc. Site Concrete						\$6,152
Site Walls						
	Site Walls	None	-	sf	-	\$0
Subtotal: Site Walls						\$0
Equipment Pads						
	Equipment Pads		450	sf	\$17.00	\$7,650
Subtotal: Equipment Pads						\$7,650
Water						
	1 1/2" Irrig Meter		1	ea	\$4,000.00	\$4,000
	2" Domestic Meter		1	ea	\$3,500.00	\$3,500
	3" Water Line		190	lf	\$95.00	\$18,050
	6" Water Line		135	lf	\$105.00	\$14,175
	8" Fire Line		555	lf	\$110.00	\$61,050
	8" Water Service Tap to 12"		1	ea	\$7,500.00	\$7,500
	Fire Hydrant		2	ea	\$5,000.00	\$10,000
Subtotal: Water						\$118,275



DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
Storm Drain						
	24" Driveway Cross Drain		110	lf	\$100.00	\$11,000
	Curb Inlet		1	ea	\$3,500.00	\$3,500
	Stormwater Flue		25	lf	\$45.00	\$1,125
	Subtotal: Storm Drain					\$15,625
Sewer						
	Sewer - 6"		95	lf	\$95.00	\$9,025
	Sewer - 8"		295	lf	\$95.00	\$28,025
	Sewer Manhole		2	ea	\$4,500.00	\$9,000
	Subtotal: Sewer					\$46,050
Gas						
	Jack and Bore for Gas		120	lf	\$200.00	\$24,000
	Site Gas Line		610	lf	\$45.00	\$27,450
	Subtotal: Gas					\$51,450
Site Communications						
	Site Comm Ductbank		980	lf	\$125.00	\$122,500
	Site Comm Manholes		3	ea	\$4,500.00	\$13,500
	Subtotal: Site Communications					\$136,000
Ornamental Fence						
	Ornamental Fence		35	lf	\$120.00	\$4,200
	Subtotal: Ornamental Fence					\$4,200
Landscaping						
	Landscaping and Irrigation - ALLOW	Allowance	1	al	\$125,000.00	\$125,000
	Subtotal: Landscaping					\$125,000
Misc. Sitework						
	Site Requirements		9	mo	\$6,500.00	\$58,500
	Subtotal: Misc. Sitework					\$58,500
Subtotal: 02 SITEWORK						\$1,002,949
03 FOUNDATIONS						
Grade Beams						
	SOG Grade Beams (Formed; on Cartons)		851	cy	\$475.00	\$404,225
	Subtotal: Grade Beams					\$404,225
Drilled Pier/Caissons						
	Layout		50	ea	\$49.41	\$2,471
	Pier Drilling, 30"		1,500	lf	\$30.00	\$45,000
	Disposal of Spoils Offsite		286	cy	\$22.64	\$6,482
	Pier Reinforcing		26,276	lb	\$0.60	\$15,766
	Pier Concrete, 3500 PSI		286	cy	\$111.72	\$31,989
	Concrete Cleanup		286	cy	\$6.36	\$1,820
	Foreman		286	cy	\$14.66	\$4,196
	Subtotal: Drilled Pier/Caissons					\$107,724
Subtotal: 03 FOUNDATIONS						\$511,949
04 SUBSTRUCTURE						
Slab on Grade						
	Slab on Carton Forms - 12" One Way	superflat	12,350	sf	\$15.50	\$191,425
	Slab on Carton Forms - 8" One Way		7,230	sf	\$13.25	\$95,798
	Subtotal: Slab on Grade					\$287,223
Waterproofing						
	Under Slab Vapor Retarder	Section 07 26 16	19,000	sf	\$5.50	\$104,500



DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
Subtotal: Waterproofing						\$104,500
Subtotal: 04 SUBSTRUCTURE						\$391,722
05 SUPERSTRUCTURE						
Conc. Fill on Metal Deck						
	Conc. Fill on Metal Deck	None	-	sf	-	\$0
Subtotal: Conc. Fill on Metal Deck						\$0
Structural Steel						
	Structural Steel		55	tn	\$3,800.00	\$209,000
Subtotal: Structural Steel						\$209,000
Metal Joists						
	Bar Joists		35	tn	\$3,800.00	\$133,000
Subtotal: Metal Joists						\$133,000
Steel Roof Deck						
	Metal Decking		19,900	sf	\$1.35	\$26,865
Subtotal: Steel Roof Deck						\$26,865
Miscellaneous Metals						
	Misc Metals	1.5 psf	14	sf	\$4,800.00	\$67,200
Subtotal: Miscellaneous Metals						\$67,200
Bollards						
	Sch 40 Pipe Bollards-Fixed		12	ea	\$572.32	\$6,868
Subtotal: Bollards						\$6,868
Subtotal: 05 SUPERSTRUCTURE						\$442,933
06 EXTERIOR SKIN						
Tilt-Up Panels						
	17" Exterior Panels	priced as precast	18,500	sf	\$42.00	\$777,000
Subtotal: Tilt-Up Panels						\$777,000
Metal Framing						
	Exterior Metal Framing for Plaster		6,900	sf	\$8.85	\$61,065
Subtotal: Metal Framing						\$61,065
Metal Panels						
	Metal Panels		2,500	sf	\$22.00	\$55,000
	Metal Soffit Panels		200	sf	\$22.00	\$4,400
Subtotal: Metal Panels						\$59,400
Sealants						
	Exterior Sealants		1	ls	\$15,000.00	\$15,000
Subtotal: Sealants						\$15,000
Exterior Doors						
	Single Door Assembly		6	ea	\$1,150.00	\$6,900
	Double Door Assembly		1	ea	\$1,650.00	\$1,650
Subtotal: Exterior Doors						\$8,550
Wall Louvers						
	Aluminum Louvers		64	sf	\$45.00	\$2,880
Subtotal: Wall Louvers						\$2,880
Overhead Coiling Doors						
	Automatic Roll Up Door		2	ea	\$6,500.00	\$13,000
Subtotal: Overhead Coiling Doors						\$13,000
Exterior Glass System						
	Automatic Slider Doors		4	ea	\$6,500.00	\$26,000
	Exterior Glass System		780	sf	\$65.00	\$50,700

DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
	Exterior Light Shelf		20	lf	\$220.00	\$4,400
	Subtotal: Exterior Glass System					\$81,100
	Lath & Plaster					
	Exterior Plaster		5,000	sf	\$13.48	\$67,400
	Subtotal: Lath & Plaster					\$67,400
	Exterior Painting					
	Exterior Painting		8,000	sf	\$2.69	\$21,495
	Subtotal: Exterior Painting					\$21,495
	Subtotal: 06 EXTERIOR SKIN					\$1,106,890
07 ROOFING						
	Rough Carpentry					
	Rough Carpentry at Roof		19,900	sf	\$0.40	\$7,960
	Subtotal: Rough Carpentry					\$7,960
	Metal Roofing					
	Metal Roofing		1,400	sf	\$28.50	\$39,900
	Subtotal: Metal Roofing					\$39,900
	Roofing					
	TPO Roofing		18,155	sf	\$11.75	\$213,321
	Subtotal: Roofing					\$213,321
	Subtotal: 07 ROOFING					\$261,181
08 INTERIOR CONSTRUCTION						
	Doors, Frames & Hardware					
	Double Door & Frame		3	ea	\$1,610.00	\$4,830
	Single Door & Frame		13	ea	\$1,378.96	\$17,926
	Subtotal: Doors, Frames & Hardware					\$22,756
	Metals Studs & Drywall					
	Full Height Walls - 33'		1,650	sf	\$10.55	\$17,408
	Full Height Walls - 13'		7,800	sf	\$6.55	\$51,090
	Full Height Walls - 22'		850	sf	\$8.75	\$7,438
	Interior Furring		800	sf	\$4.25	\$3,400
	Subtotal: Metals Studs & Drywall					\$79,335
	Gypsum Board Ceilings					
	Drywall Ceilings Process Area		1,150	sf	\$14.50	\$16,675
	Drywall Ceilings Flat		280	sf	\$8.10	\$2,268
	Subtotal: Gypsum Board Ceilings					\$18,943
	Gypsum Board Soffits					
	Drywall Soffits		200	sf	\$20.00	\$4,000
	Subtotal: Gypsum Board Soffits					\$4,000
	Tile					
	Ceramic Walls		960	sf	\$8.70	\$8,352
	Ceramic Floors		195	sf	\$8.39	\$1,636
	Subtotal: Tile					\$9,988
	Acoustical Ceilings					
	Ceiling Grid and Tile		6,200	sf	\$3.75	\$23,250
	Subtotal: Acoustical Ceilings					\$23,250
	Floor Prep					
	Floor Prep		18,800	sf	\$0.45	\$8,460
	Subtotal: Floor Prep					\$8,460
	VCT Flooring					



DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
	VCT Flooring		- 3,450	sf	\$2.50	\$8,625
Subtotal: VCT Flooring						\$8,625
Carpeting						
	Carpet Tile		1,660	sf	\$4.10	\$6,806
Subtotal: Carpeting						\$6,806
Concrete Floor Sealer /Hardener						
	Concrete Floor Sealer /Hardener		13,700	sf	\$0.75	\$10,275
Subtotal: Concrete Floor Sealer /Hardener						\$10,275
Interior Painting						
	Interior Painting		52,000	sf	\$1.55	\$80,600
	Interior Painting Exterior		1	ls	\$15,000.01	\$15,000
	Interior Painting Exposed Structure		14,000	sf	\$0.75	\$10,500
Subtotal: Interior Painting						\$106,100
Chalk & Tack Boards						
	Tack Boards 4x8		6	ea	\$444.74	\$2,668
	Whiteboard 4x10		4	ea	\$619.74	\$2,479
Subtotal: Chalk & Tack Boards						\$5,147
Wall Protection						
	Rubber Wall Guards	None	392	lf	\$24.36	\$9,549
	St. Stl. Corner Guards	None	10	ea	\$233.72	\$2,337
Subtotal: Wall Protection						\$11,886
Signage						
	Aluminum Letter for Primary Building Sign		1	ea	\$5,000.00	\$5,000
	Cast Metal Dedication Plaque		1	ea	\$1,000.00	\$1,000
	Panel Sign at Doors		23	ea	\$100.00	\$2,300
Subtotal: Signage						\$8,300
Fire Ext. Cabinets						
	AED Cabinet		1	ea	\$284.87	\$285
	FE & Cabinets		8	ea	\$124.87	\$999
Subtotal: Fire Ext. Cabinets						\$1,284
FRP Panels						
	FRP Panels 4' tall wainscot	Processing & Arch Workroom	860	sf	\$4.89	\$4,208
Subtotal: FRP Panels						\$4,208
Furniture and Furnishings						
	Furniture and Furnishings	By Owner	1	ls	\$0.00	\$0
Subtotal: Furniture and Furnishings						\$0
Appliances						
	Stainless Steel Refrigerator		- 1	ea	\$2,069.74	\$2,070
Subtotal: Appliances						\$2,070
Window Coverings						
	Horizontal Louver Blinds		330	sf	\$2.25	\$743
	Roller Window Shades	Processing	570	sf	\$25.00	\$14,250
Subtotal: Window Coverings						\$14,993
Entrance Mats						
	Entrance Grate (Recessed)		90	sf	\$29.18	\$2,627
Subtotal: Entrance Mats						\$2,627
Final Cleanup						
	Final Clean-up		19,500	sf	\$0.55	\$10,725
Subtotal: Final Cleanup						\$10,725
Safety, Interim Cleanup, etc.						
	Safety, Interim Cleanup, etc.		6	mo	\$8,500.00	\$51,000

DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total	
Subtotal: Safety, Interim Cleanup, etc.						\$51,000	
Subtotal: 08 INTERIOR CONSTRUCTION						\$410,777	
10 SPECIAL CONSTRUCTION							
OFOI Equipment							
	OFOI Equipment	F&I by Owner	1	ls	\$0.00	\$0	
Subtotal: OFOI Equipment						\$0	
Storage Systems							
	Art and Artifact Storage		1	ls	\$150,000.01	\$150,000	
	High Bay Storage Shelves		150	ea	\$11,000.00	\$1,650,000	
Subtotal: Storage Systems						\$1,800,000	
Modular Casework							
	Laboratory Casework and Tops - Archivist/Work		52	lf	\$648.82	\$33,738	
	Laboratory Casework and Tops - Processing		40	lf	\$650.00	\$26,000	
	Laboratory FumeHoods		1	ea	\$13,477.57	\$13,478	
Subtotal: Modular Casework						\$73,216	
Dock Accessories							
	Dock Bumpers		2	ea	\$150.00	\$300	
	Dock Lift - Scissor		1	ea	\$12,500.00	\$12,500	
	Dock Shelter		1	ea	\$2,000.00	\$2,000	
Subtotal: Dock Accessories						\$14,800	
Walk In Freezer							
	Walk In Freezer		1	ea	\$65,000.00	\$65,000	
Subtotal: Walk In Freezer						\$65,000	
Subtotal: 10 SPECIAL CONSTRUCTION						\$1,953,016	
11 PLUMBING/PROCESS PIPING							
Storm Drainage Systems							
	Roof drains and overflow drains		-	1	ls	\$9,400.00	\$9,400
	Storm drain piping		-	1	ls	\$33,000.00	\$33,000
Subtotal: Storm Drainage Systems						\$42,400	
Waste Drainage Systems							
	Waste & Vent Piping		1	ls	\$55,000.00	\$55,000	
Subtotal: Waste Drainage Systems						\$55,000	
Domestic Hot & Cold Water							
	CW/ HW/HWR		1	ls	\$38,000.00	\$38,000	
Subtotal: Domestic Hot & Cold Water						\$38,000	
Natural Gas Piping							
	Nat.Gas Piping		1	ls	\$12,000.00	\$12,000	
Subtotal: Natural Gas Piping						\$12,000	
Piping Insulation							
	Pipe Insulation		1	ls	\$9,000.00	\$9,000	
Subtotal: Piping Insulation						\$9,000	
Plmbg Fixtures/Commercial							
	Carriers		1	ls	\$1,600.00	\$1,600	
	Cleanouts		1	ls	\$500.00	\$500	
	FD / FS		1	ls	\$3,200.00	\$3,200	
	Hose bibs & wall hydrants		1	ls	\$1,600.00	\$1,600	
	JS		1	ls	\$1,200.00	\$1,200	
	LAV		1	ls	\$2,600.00	\$2,600	



DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
	Sinks		1	ls	\$1,700.00	\$1,700
	Trap primers		1	ls	\$500.00	\$500
	WC		1	ls	\$2,800.00	\$2,800
	Subtotal: Plmbg Fixtures/Commercial					\$15,700
	Scope Reductions 9-15-15					
	Water Heater & Circ pump		1	ls	\$2,500.00	\$2,500
	Subtotal: Scope Reductions 9-15-15					\$2,500
	Subtotal: 11 PLUMBING/PROCESS PIPING					\$174,600
12 FIRE PROTECTION						
	Fire Protection System					
	Fire Protection		1	ls	\$70,000.00	\$70,000
	Subtotal: Fire Protection System					\$70,000
	Subtotal: 12 FIRE PROTECTION					\$70,000
13 MECHANICAL						
	Chilled Water and Condensor Water Piping					
	AHU's		1	ls	\$14,000.00	\$14,000
	Chillers		1	ls	\$12,200.00	\$12,200
	Condensate drain		1	ls	\$1,000.00	\$1,000
	Distribution piping		1	ls	\$43,000.00	\$43,000
	Pumps		1	ls	\$12,000.00	\$12,000
	Subtotal: Chilled Water and Condensor Water Piping					\$82,200
	Heating Hot Water Piping					
	AHU's		1	ls	\$9,100.00	\$9,100
	Boilers		1	ls	\$6,200.00	\$6,200
	Distribution piping		1	ls	\$36,000.00	\$36,000
	Pumps		1	ls	\$9,000.00	\$9,000
	Terminal Boxes		1	ls	\$13,000.00	\$13,000
	Subtotal: Heating Hot Water Piping					\$73,300
	Insulation					
	Insulation		1	ls	\$37,000.00	\$37,000
	Subtotal: Insulation					\$37,000
	HVAC Equipment					
	Air handling equipment		1	ls	\$181,000.00	\$181,000
	Boiler		1	ls	\$34,000.00	\$34,000
	Chemical treatment system		1	ls	\$1,000.00	\$1,000
	Chillers		1	ls	\$102,000.00	\$102,000
	Fans		1	ls	\$1,500.00	\$1,500
	Misc equipment		1	ls	\$15,000.00	\$15,000
	Piping accessories - air separators, expansion tank pot feeders etc..		1	ls	\$5,000.00	\$5,000
	Pumps W VFD's		1	ls	\$26,000.00	\$26,000
	Terminal Boxes		1	ls	\$10,000.00	\$10,000
	Vibration Isolators		1	ls	\$5,000.00	\$5,000
	Subtotal: HVAC Equipment					\$380,500
	Sup/Ret/Gen. Exh. Duct					
	Air distribution system		1	ls	\$160,000.00	\$160,000
	Subtotal: Sup/Ret/Gen. Exh. Duct					\$160,000
	ATC Controls					
	DDC Controls		1	ls	\$150,000.00	\$150,000

DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total	
Subtotal: ATC Controls						\$150,000	
Air & Water Balancing							
	T & B		1	ls	\$35,000.00	\$35,000	
Subtotal: Air & Water Balancing						\$35,000	
Misc. Mechanical Items							
	Testing, Start up & Assist with commissioning Mechanical Systems		1	ls	\$10,000.00	\$10,000	
Subtotal: Misc. Mechanical Items						\$10,000	
Subtotal: 13 MECHANICAL						\$928,000	
14 ELECTRICAL							
Main Switchgear & Equipment							
	Generator & ATS		1	ls	\$75,000.00	\$75,000	
	SWGR, Panels, XFMR's		1	ls	\$80,000.00	\$80,000	
Subtotal: Main Switchgear & Equipment						\$155,000	
Feeders							
	Feeders		1	ls	\$30,000.00	\$30,000	
	Site empty conduits		1	ls	\$20,000.00	\$20,000	
Subtotal: Feeders						\$50,000	
Equipment Hookup							
	Equipment Hook ups		1	ls	\$33,000.00	\$33,000	
Subtotal: Equipment Hookup						\$33,000	
Branch Circuiting							
	Power branch Wiring		1	ls	\$51,000.00	\$51,000	
Subtotal: Branch Circuiting						\$51,000	
* LIGHTING *							
	Lighting & lighting control		1	ls	\$195,000.00	\$195,000	
	Site & landscape lighting		1	ls	\$75,000.00	\$75,000	
Subtotal: * LIGHTING *						\$270,000	
Grounding and Bonding							
	Lightning arrestors & grounding System		1	ls	\$25,000.00	\$25,000	
Subtotal: Grounding and Bonding						\$25,000	
Fire Alarm							
	Fire Alarm System		1	ls	\$25,000.00	\$25,000	
Subtotal: Fire Alarm						\$25,000	
Security Systems							
	Security system		-	1	ls	\$75,000.00	\$75,000
Subtotal: Security Systems						\$75,000	
Structured Cabling and Fiber							
	Structured Cabling		-	1	ls	\$100,000.00	\$100,000
Subtotal: Structured Cabling and Fiber						\$100,000	
AV System							
	AV Systems		-	1	ls	\$300,000.00	\$300,000
Subtotal: AV System						\$300,000	
Special Systems Rough In							
	Site conduits		1	ls	\$20,000.00	\$20,000	
	Tele/Data, FA, security & AV systems rough in		1	ls	\$15,000.00	\$15,000	
Subtotal: Special Systems Rough In						\$35,000	
Miscellaneous Electrical							
	Assist with commisoining electrical system		1	ls	\$10,000.00	\$10,000	



DETAILED BACKUP

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

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Date: October 15, 2015

Construction Area: 19,111 sf

Group Phase	Description	Comments	Quantity	Unit	Unit Cost	Total
	Temporary construction light & power		1	ls	\$15,000.00	\$15,000
	Subtotal: Miscellaneous Electrical					\$25,000
Subtotal: 14 ELECTRICAL						\$1,144,000
21 CONTINGENCY & ALLOWANCES						
	Allowances					
	Allowances	TBD per Section 01 21 00	1	ls	\$0.00	\$0
	Subtotal: Allowances					\$0
Subtotal: 21 CONTINGENCY & ALLOWANCES						\$0
SYSTEMS SUBTOTAL						\$8,398,019
	State Tax - NIC EXEMPT		0.00%		\$0.00 / sf	\$0
	Subcontractor Default		1.25%		\$3.00 / sf	\$57,286
	Fee		3.95%		\$21.14 / sf	\$403,963
PROJECTED CONSTRUCTION COSTS					\$463.57 / sf	\$8,859,267
	Contingency		7.00%		\$30.97 / sf	\$591,871
	Design Fees - NIC				\$0.00 / sf	\$0
	Testing & Insp Costs - NIC				\$0.00 / sf	\$0
	Permits & Plan Check - NIC		0.00%		\$0.00 / sf	\$0
	Jobsite Management				\$40.59 / sf	\$775,772
	Furniture - NIC				\$0.00 / sf	\$0
TOTAL					\$535.13 / sf	\$10,226,911

12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

Description	Comments	Quantity	Unit	Unit Cost	Total
GENERAL REQUIREMENTS					\$120,225
CONCRETE					\$1,576,172
METALS					\$442,933
WOOD, PLASTICS, & COMPOSITES					\$12,168
THERMAL & MOISTURE PROTECTION					\$432,121
OPENINGS					\$125,406
FINISHES					\$425,743
SPECIALTIES					\$1,829,497
EQUIPMENT					\$95,347
FURNISHINGS					\$77,358
FIRE SUPPRESSION					\$70,000
PLUMBING					\$174,600
HEATING, VENTILATING, & AIR CONDITIONING					\$778,000
INTEGRATED AUTOMATION					\$150,000
ELECTRICAL					\$644,000
COMMUNICATIONS					\$400,000
ELECTRONIC SAFETY AND SECURITY					\$100,000
EARTHWORK					\$296,200
EXTERIOR IMPROVEMENTS					\$280,849
UTILITIES					\$367,400
12 MF LV1 SUBTOTAL					\$8,398,019
State Tax - NIC EXEMPT		0.00%		\$0.00 / sf	\$0
Subcontractor Default		1.25%		\$3.00 / sf	\$57,286
Fee		3.95%		\$21.14 / sf	\$403,963
PROJECTED CONSTRUCTION COSTS				\$463.57 / sf	\$8,859,267
Contingency		7.00%		\$30.97 / sf	\$591,871
Design Fees - NIC				\$0.00 / sf	\$0
Testing & Insp Costs - NIC				\$0.00 / sf	\$0
Permits & Plan Check - NIC		0.00%		\$0.00 / sf	\$0
Jobsite Management				\$40.59 / sf	\$775,772
Furniture - NIC				\$0.00 / sf	\$0
TOTAL				\$535.13 / sf	\$10,226,911



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
GENERAL REQUIREMENTS						
Allowances						
Allowances	TBD per Section 01 21 00	1	ls	\$0.00	\$0	
Subtotal: Allowances					\$0	
Temporary Facilities & Controls						
Site Requirements		9	mo	\$6,500.00	\$58,500	
Subtotal: Temporary Facilities & Controls					\$58,500	
Cleaning & Waste Management						
Final Clean-up		19,500	sf	\$0.55	\$10,725	
Safety, Interim Cleanup, etc.		6	mo	\$8,500.00	\$51,000	
Subtotal: Cleaning & Waste Management					\$61,725	
Subtotal: GENERAL REQUIREMENTS					\$120,225	

CONCRETE						
Cast-In-Place Concrete						
Slab on Carton Forms - 12" One Way	superflat	12,350	sf	\$15.50	\$191,425	
Slab on Carton Forms - 8" One Way		7,230	sf	\$13.25	\$95,798	
SOG Grade Beams (Formed; on Cartons)		851	cy	\$475.00	\$404,225	
Conc. Fill on Metal Deck	None	-	sf	-	\$0	
Layout		50	ea	\$49.41	\$2,471	
Pier Drilling, 30"		1,500	lf	\$30.00	\$45,000	
Disposal of Spoils Offsite		286	cy	\$22.64	\$6,482	
Pier Reinforcing		26,276	lb	\$0.60	\$15,766	
Pier Concrete, 3500 PSI		286	cy	\$111.72	\$31,989	
Concrete Cleanup		286	cy	\$6.36	\$1,820	
Foreman		286	cy	\$14.66	\$4,196	
Subtotal: Cast-In-Place Concrete					\$799,172	
Concrete TiltUp Panels						
17" Exterior Panels	priced as precast	18,500	sf	\$42.00	\$777,000	
Subtotal: Concrete TiltUp Panels					\$777,000	
Subtotal: CONCRETE					\$1,576,172	

METALS						
Structural Metal Framing						
Structural Steel		55	tn	\$3,800.00	\$209,000	
Bar Joists		35	tn	\$3,800.00	\$133,000	
Subtotal: Structural Metal Framing					\$342,000	
Metal Decking						
Metal Decking		19,900	sf	\$1.35	\$26,865	
Subtotal: Metal Decking					\$26,865	
Metal Fabrications						
Misc Metals	1.5 psf	14	sf	\$4,800.00	\$67,200	
Sch 40 Pipe Bollards-Fixed		12	ea	\$572.32	\$6,868	
Subtotal: Metal Fabrications					\$74,068	
Subtotal: METALS					\$442,933	

WOOD, PLASTICS, & COMPOSITES						
Rough Carpentry						
Rough Carpentry at Roof		19,900	sf	\$0.40	\$7,960	
Subtotal: Rough Carpentry					\$7,960	
Composite Paneling						



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
FRP Panels 4' tall wainscot	Processing & Arch Workroom	860	sf	\$4.89	\$4,208	
Subtotal: Composite Paneling					\$4,208	
Subtotal: WOOD, PLASTICS, & COMPOSITES					\$12,168	

THERMAL & MOISTURE PROTECTION						
Sheet Waterproofing						
Under Slab Vapor Retarder	Section 07 26 16	19,000	sf	\$5.50	\$104,500	
Subtotal: Sheet Waterproofing					\$104,500	
Roof Panels						
Metal Roofing		1,400	sf	\$28.50	\$39,900	
Subtotal: Roof Panels					\$39,900	
Wall Panels						
Metal Panels		2,500	sf	\$22.00	\$55,000	
Metal Soffit Panels		200	sf	\$22.00	\$4,400	
Subtotal: Wall Panels					\$59,400	
Membrane Roofing						
TPO Roofing		18,155	sf	\$11.75	\$213,321	
Subtotal: Membrane Roofing					\$213,321	
Joint Protection						
Exterior Sealants		1	ls	\$15,000.00	\$15,000	
Subtotal: Joint Protection					\$15,000	
Subtotal: THERMAL & MOISTURE PROTECTION					\$432,121	

OPENINGS						
Doors & Frames						
Single Door Assembly		6	ea	\$1,150.00	\$6,900	
Double Door Assembly		1	ea	\$1,650.00	\$1,650	
Double Door & Frame		3	ea	\$1,610.00	\$4,830	
Single Door & Frame		13	ea	\$1,378.96	\$17,926	
Subtotal: Doors & Frames					\$31,306	
Specialty Doors & Frames						
Automatic Roll Up Door		2	ea	\$6,500.00	\$13,000	
Subtotal: Specialty Doors & Frames					\$13,000	
Curtain Wall & Glazed Assemblies						
Automatic Slider Doors		4	ea	\$6,500.00	\$26,000	
Exterior Glass System		780	sf	\$65.00	\$50,700	
Exterior Light Shelf		20	lf	\$220.00	\$4,400	
Subtotal: Curtain Wall & Glazed Assemblies					\$81,100	
Subtotal: OPENINGS					\$125,406	

FINISHES						
Plaster and Gyp Framing						
Exterior Metal Framing for Plaster		6,900	sf	\$8.85	\$61,065	
Subtotal: Plaster and Gyp Framing					\$61,065	
Plaster & Gypsum Board Assemblies						
Drywall Ceilings Process Area		1,150	sf	\$14.50	\$16,675	
Drywall Ceilings Flat		280	sf	\$8.10	\$2,268	
Drywall Soffits		200	sf	\$20.00	\$4,000	
Full Height Walls - 33'		1,650	sf	\$10.55	\$17,408	
Full Height Walls - 13'		7,800	sf	\$6.55	\$51,090	
Full Height Walls - 22'		850	sf	\$8.75	\$7,438	



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Interior Furring		- 800	sf	\$4.25	\$3,400	
Subtotal: Plaster & Gypsum Board Assemblies					\$102,278	
Plastering						
Exterior Plaster		- 5,000	sf	\$13.48	\$67,400	
Subtotal: Plastering					\$67,400	
Tiling						
Ceramic Walls		960	sf	\$8.70	\$8,352	
Ceramic Floors		195	sf	\$8.39	\$1,636	
Subtotal: Tiling					\$9,988	
Acoustical Ceilings						
Ceiling Grid and Tile		6,200	sf	\$3.75	\$23,250	
Subtotal: Acoustical Ceilings					\$23,250	
Floor Treatment						
Floor Prep		18,800	sf	\$0.45	\$8,460	
Concrete Floor Sealer /Hardener		13,700	sf	\$0.75	\$10,275	
Subtotal: Floor Treatment					\$18,735	
Resilient Flooring						
VCT Flooring		- 3,450	sf	\$2.50	\$8,625	
Subtotal: Resilient Flooring					\$8,625	
Carpeting						
Carpet Tile		1,660	sf	\$4.10	\$6,806	
Subtotal: Carpeting					\$6,806	
Painting						
Exterior Painting		8,000	sf	\$2.69	\$21,495	
Subtotal: Painting					\$21,495	
Painting						
Interior Painting		52,000	sf	\$1.55	\$80,600	
Interior Painting Exterior		1	ls	\$15,000.01	\$15,000	
Interior Painting Exposed Structure		14,000	sf	\$0.75	\$10,500	
Subtotal: Painting					\$106,100	
Subtotal: FINISHES					\$425,743	

SPECIALTIES						
Visual Display Units						
Tack Boards 4x8		6	ea	\$444.74	\$2,668	
Whiteboard 4x10		4	ea	\$619.74	\$2,479	
Subtotal: Visual Display Units					\$5,147	
Signage						
Aluminum Letter for Primary Building Sign		1	ea	\$5,000.00	\$5,000	
Cast Metal Dedication Plaque		1	ea	\$1,000.00	\$1,000	
Panel Sign at Doors		23	ea	\$100.00	\$2,300	
Subtotal: Signage					\$8,300	
Wall and Door Protection						
Rubber Wall Guards	None	392	lf	\$24.36	\$9,549	
St. Stl. Corner Guards	None	10	ea	\$233.72	\$2,337	
Subtotal: Wall and Door Protection					\$11,886	
Fire Protection Specialties						
AED Cabinet		1	ea	\$284.87	\$285	
FE & Cabinets		8	ea	\$124.87	\$999	
Subtotal: Fire Protection Specialties					\$1,284	
Storage Assemblies						



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Art and Artifact Storage		1	ls	\$150,000.01	\$150,000	
High Bay Storage Shelves		150	ea	\$11,000.00	\$1,650,000	
Subtotal: Storage Assemblies					\$1,800,000	
Grills & Screens						
Aluminum Louvers		64	sf	\$45.00	\$2,880	
Subtotal: Grills & Screens					\$2,880	
Subtotal: SPECIALTIES					\$1,829,497	

EQUIPMENT						
Loading Dock Equipment						
Dock Bumpers		2	ea	\$150.00	\$300	
Dock Lift - Scissor		1	ea	\$12,500.00	\$12,500	
Dock Shelter		1	ea	\$2,000.00	\$2,000	
Subtotal: Loading Dock Equipment					\$14,800	
Residential Appliances						
Stainless Steel Refrigerator		-	1	ea	\$2,069.74	\$2,070
Subtotal: Residential Appliances					\$2,070	
Walk In Freezer						
Walk In Freezer		1	ea	\$65,000.00	\$65,000	
Subtotal: Walk In Freezer					\$65,000	
Fumehoods						
Laboratory FumeHoods		1	ea	\$13,477.57	\$13,478	
Subtotal: Fumehoods					\$13,478	
Entertainment Equipment						
OFOI Equipment	F&I by Owner	1	ls	\$0.00	\$0	
Subtotal: Entertainment Equipment					\$0	
Subtotal: EQUIPMENT					\$95,347	

FURNISHINGS						
Window Blinds						
Horizontal Louver Blinds		330	sf	\$2.25	\$743	
Roller Window Shades	Processing	570	sf	\$25.00	\$14,250	
Subtotal: Window Blinds					\$14,993	
Manufactured Casework						
Laboratory Casework and Tops - Archivist/Work		52	lf	\$648.82	\$33,738	
Laboratory Casework and Tops - Processing		40	lf	\$650.00	\$26,000	
Subtotal: Manufactured Casework					\$59,738	
Rugs & Mats						
Entrance Grate (Recessed)		90	sf	\$29.18	\$2,627	
Subtotal: Rugs & Mats					\$2,627	
Furniture and Furnishings						
Furniture and Furnishings	By Owner	1	ls	\$0.00	\$0	
Subtotal: Furniture and Furnishings					\$0	
Subtotal: FURNISHINGS					\$77,358	

FIRE SUPPRESSION						
Water-Based Fire Suppression Systems						
Fire Protection		1	ls	\$70,000.00	\$70,000	
Subtotal: Water-Based Fire Suppression Systems					\$70,000	
Subtotal: FIRE SUPPRESSION					\$70,000	



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

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Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1	12 MF Lv2	Description	Comments	Quantity	Unit	Unit Cost	Total
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PLUMBING							
Plumbing Insulation							
	Pipe Insulation			1	ls	\$9,000.00	\$9,000
Subtotal: Plumbing Insulation							\$9,000
Water Distribution Piping							
	CW/ HW/HWR			1	ls	\$38,000.00	\$38,000
	Nat.Gas Piping			1	ls	\$12,000.00	\$12,000
Subtotal: Water Distribution Piping							\$50,000
Sanitary Sewer							
	Waste & Vent Piping			1	ls	\$55,000.00	\$55,000
Subtotal: Sanitary Sewer							\$55,000
Storm Drain Piping							
	Roof drains and overflow drains			-	1	\$9,400.00	\$9,400
	Storm drain piping			-	1	\$33,000.00	\$33,000
Subtotal: Storm Drain Piping							\$42,400
Plumbing Equipment							
	Water Heater & Circ pump			1	ls	\$2,500.00	\$2,500
Subtotal: Plumbing Equipment							\$2,500
Plumbing Fixtures							
	Carriers			1	ls	\$1,600.00	\$1,600
	Cleanouts			1	ls	\$500.00	\$500
	FD / FS			1	ls	\$3,200.00	\$3,200
	Hose bibs & wall hydrants			1	ls	\$1,600.00	\$1,600
	JS			1	ls	\$1,200.00	\$1,200
	LAV			1	ls	\$2,600.00	\$2,600
	Sinks			1	ls	\$1,700.00	\$1,700
	Trap primers			1	ls	\$500.00	\$500
	WC			1	ls	\$2,800.00	\$2,800
Subtotal: Plumbing Fixtures							\$15,700
Subtotal: PLUMBING							\$174,600

HEATING, VENTILATING, & AIR CONDITIONING							
Test, Adjust and Balance							
	T & B			1	ls	\$35,000.00	\$35,000
Subtotal: Test, Adjust and Balance							\$35,000
HVAC Insulation							
	Insulation			1	ls	\$37,000.00	\$37,000
Subtotal: HVAC Insulation							\$37,000
Commissioning of HVAC							
	Testing, Start up & Assist with commissioning Mechanical Systems			1	ls	\$10,000.00	\$10,000
Subtotal: Commissioning of HVAC							\$10,000
Hydronic Piping and Pumps							
	AHU's			1	ls	\$14,000.00	\$14,000
	Chillers			1	ls	\$12,200.00	\$12,200
	Condensate drain			1	ls	\$1,000.00	\$1,000
	Distribution piping			1	ls	\$43,000.00	\$43,000
	Pumps			1	ls	\$12,000.00	\$12,000
Subtotal: Hydronic Piping and Pumps							\$82,200
HVAC Air Distribution							



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

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Estimate No.:

San Marcos, TX

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Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Air distribution system		1	ls	\$160,000.00	\$160,000	
Subtotal: HVAC Air Distribution					\$160,000	
Central Cooling Equipment						
Air handling equipment		1	ls	\$181,000.00	\$181,000	
Boiler		1	ls	\$34,000.00	\$34,000	
Chemical treatment system		1	ls	\$1,000.00	\$1,000	
Chillers		1	ls	\$102,000.00	\$102,000	
Fans		1	ls	\$1,500.00	\$1,500	
Misc equipment		1	ls	\$15,000.00	\$15,000	
Piping accessories - air separators, expansion tank pot feeders etc..		1	ls	\$5,000.00	\$5,000	
Pumps W VFD's		1	ls	\$26,000.00	\$26,000	
Terminal Boxes		1	ls	\$10,000.00	\$10,000	
Vibration Isolators		1	ls	\$5,000.00	\$5,000	
Subtotal: Central Cooling Equipment					\$380,500	
Equipment						
AHU's		1	ls	\$9,100.00	\$9,100	
Boilers		1	ls	\$6,200.00	\$6,200	
Distribution piping		1	ls	\$36,000.00	\$36,000	
Pumps		1	ls	\$9,000.00	\$9,000	
Terminal Boxes		1	ls	\$13,000.00	\$13,000	
Subtotal: Equipment					\$73,300	
Subtotal: HEATING, VENTILATING, & AIR CONDITIONING					\$778,000	
INTEGRATED AUTOMATION						
Integrated Automation						
DDC Controls		1	ls	\$150,000.00	\$150,000	
Subtotal: Integrated Automation					\$150,000	
Subtotal: INTEGRATED AUTOMATION					\$150,000	
ELECTRICAL						
Electrical Feeders						
Assist with commisoining electrical system		1	ls	\$10,000.00	\$10,000	
Equipment Hook ups		1	ls	\$33,000.00	\$33,000	
Power branch Wiring		1	ls	\$51,000.00	\$51,000	
Site conduits		1	ls	\$20,000.00	\$20,000	
Tele/Data, FA, security & AV systems rough in		1	ls	\$15,000.00	\$15,000	
Temporary construction light & power Feeders		1	ls	\$15,000.00	\$15,000	
Site empty conduits		1	ls	\$30,000.00	\$30,000	
Site empty conduits		1	ls	\$20,000.00	\$20,000	
Subtotal: Electrical Feeders					\$194,000	
Switchboards and Panelboards						
SWGR, Panels, XFMR's		1	ls	\$80,000.00	\$80,000	
Subtotal: Switchboards and Panelboards					\$80,000	
Packaged Generator Assemblies						
Generator & ATS		1	ls	\$75,000.00	\$75,000	
Subtotal: Packaged Generator Assemblies					\$75,000	
Facility Lighting Protection						
Lightning arrestors & grounding System		1	ls	\$25,000.00	\$25,000	
Subtotal: Facility Lighting Protection					\$25,000	



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Lighting						
Lighting & lighting control		1	ls	\$195,000.00	\$195,000	
Site & landscape llighting		1	ls	\$75,000.00	\$75,000	
Subtotal: Lighting					\$270,000	
Subtotal: ELECTRICAL					\$644,000	

COMMUNICATIONS						
Structured Cabling						
Structured Cabling		- 1	ls	\$100,000.00	\$100,000	
Subtotal: Structured Cabling					\$100,000	
Audio-Video Communications						
AV Systems		- 1	ls	\$300,000.00	\$300,000	
Subtotal: Audio-Video Communications					\$300,000	
Subtotal: COMMUNICATIONS					\$400,000	

ELECTRONIC SAFETY AND SECURITY						
Electronic Access Control and Intrusion Detection						
Security system		- 1	ls	\$75,000.00	\$75,000	
Subtotal: Electronic Access Control and Intrusion Detection					\$75,000	
Fire Detection and Alarm						
Fire Alarm System		1	ls	\$25,000.00	\$25,000	
Subtotal: Fire Detection and Alarm					\$25,000	
Subtotal: ELECTRONIC SAFETY AND SECURITY					\$100,000	

EARTHWORK						
Grading						
Building Excavation 4' excavation		17,500	cy	\$6.50	\$113,750	
Building Excavation Cut / Fill		10,000	cy	\$5.00	\$50,000	
Building Pad Select Fill		11,000	cy	\$9.50	\$104,500	
Subtotal: Grading					\$268,250	
Erosion & Sedimentation Controls						
Retention Pond	Re-work in earthwork	1	ls	\$0.00	\$0	
Subtotal: Erosion & Sedimentation Controls					\$0	
Slope Protection						
Erosion Control		1	ls	\$3,500.00	\$3,500	
Erosion Control Maintenance		1	ls	\$2,500.00	\$2,500	
Remove Temp OutfallStructure		1	ls	\$750.00	\$750	
Rework Detention Pond		1	ls	\$20,000.00	\$20,000	
Rip Rap Protection		200	sf	\$6.00	\$1,200	
Subtotal: Slope Protection					\$27,950	
Subtotal: EARTHWORK					\$296,200	

EXTERIOR IMPROVEMENTS						
Curb, Gutter, Sidewalks						
Equipment Pads		450	sf	\$17.00	\$7,650	
Sidewalks		- 1,380	sf	\$4.65	\$6,417	
Site Walls	None	-	sf	-	\$0	
Curb & Gutter		1,650	lf	\$16.00	\$26,400	
Light Pole Bases		8	ea	\$769.00	\$6,152	
Handicap Ramps		1	ea	\$900.00	\$900	
Entry Drives		200	sf	\$6.00	\$1,200	



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Site Paving and Drives		32,780	sf	\$3.10	\$101,618	
Subtotal: Curb, Gutter, Sidewalks					\$150,337	
Paving Specialties						
Parking Striping		9	ea	\$9.00	\$81	
Stripe Hatching		50	sf	\$2.00	\$100	
Directional Arrows		9	ea	\$9.00	\$81	
Paint Red Curb		900	lf	\$1.00	\$900	
Precast Wheel Stops, 6'		1	ea	\$25.00	\$25	
Handicap Signs		1	ea	\$125.00	\$125	
Subtotal: Paving Specialties					\$1,312	
Fence and Gates						
Ornamental Fence		35	lf	\$120.00	\$4,200	
Subtotal: Fence and Gates					\$4,200	
Planting						
Landscaping and Irrigation - ALLOW	Allowance	1	al	\$125,000.00	\$125,000	
Subtotal: Planting					\$125,000	
Subtotal: EXTERIOR IMPROVEMENTS					\$280,849	

UTILITIES						
Water Utility Distribution Piping						
1 1/2" Irrig Meter		1	ea	\$4,000.00	\$4,000	
2" Domestic Meter		1	ea	\$3,500.00	\$3,500	
3" Water Line		190	lf	\$95.00	\$18,050	
6" Water Line		135	lf	\$105.00	\$14,175	
8" Fire Line		555	lf	\$110.00	\$61,050	
8" Water Service Tap to 12"		1	ea	\$7,500.00	\$7,500	
Fire Hydrant		2	ea	\$5,000.00	\$10,000	
Subtotal: Water Utility Distribution Piping					\$118,275	
Sanitary Utilities						
Sewer - 6"		95	lf	\$95.00	\$9,025	
Sewer - 8"		295	lf	\$95.00	\$28,025	
Sewer Manhole		2	ea	\$4,500.00	\$9,000	
Subtotal: Sanitary Utilities					\$46,050	
Storm Drainage						
24" Driveway Cross Drain		110	lf	\$100.00	\$11,000	
Curb Inlet		1	ea	\$3,500.00	\$3,500	
Stormwater Flue		25	lf	\$45.00	\$1,125	
Subtotal: Storm Drainage					\$15,625	
Natural Gas Site						
Jack and Bore for Gas		120	lf	\$200.00	\$24,000	
Site Gas Line		610	lf	\$45.00	\$27,450	
Subtotal: Natural Gas Site					\$51,450	
Communications Utilities						
Site Comm Ductbank		980	lf	\$125.00	\$122,500	
Site Comm Manholes		3	ea	\$4,500.00	\$13,500	
Subtotal: Communications Utilities					\$136,000	
Subtotal: UTILITIES					\$367,400	

12 MF LV1 SUBTOTAL					\$8,398,019	
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State Tax - NIC EXEMPT	0.00%	\$0.00 / sf	\$0	
Subcontractor Default	1.25%	\$3.00 / sf	\$57,286	



12 MF LV1 | 12 MF LV2 LEVEL SORT REPORT

Library Repository

SD/DD Budget, dated 10-8-15

Estimate No.:

San Marcos, TX

Based on 100% SD Submittal, dated 10-1-15

Date: October 15, 2015

Construction Area: 19,111 sf

12 MF Lv1						
12 MF Lv2						
Description	Comments	Quantity	Unit	Unit Cost	Total	
Fee		3.95%		\$21.14 / sf	\$403,963	
PROJECTED CONSTRUCTION COSTS				\$463.57 / sf	\$8,859,267	
Contingency		7.00%		\$30.97 / sf	\$591,871	
Design Fees - NIC				\$0.00 / sf	\$0	
Testing & Insp Costs - NIC				\$0.00 / sf	\$0	
Permits & Plan Check - NIC		0.00%		\$0.00 / sf	\$0	
Jobsite Management				\$40.59 / sf	\$775,772	
Furniture - NIC				\$0.00 / sf	\$0	
TOTAL				\$535.13 / sf	\$10,226,911	

Texas State University
Alkek Repository
SD / DD Estimate
October 6, 2015

AREA	19,111
TOTAL SF	19,111

SUMMARY

02 Existing Conditions	\$	96,750	\$	5.06
03 Concrete	\$	827,900	\$	43.32
04 Masonry	\$	49,075	\$	2.57
05 Metals	\$	454,100	\$	23.76
06 Wood, Plastics and Composites	\$	9,850	\$	0.52
07 Thermal and Moisture Protection	\$	312,343	\$	16.34
08 Openings	\$	265,760	\$	13.91
09 Finishes	\$	316,259	\$	16.55
10 Specialties	\$	1,986,679	\$	103.95
11 Equipment	\$	-	\$	-
12 Furnishings	\$	35,550	\$	1.86
13 Special Construction	\$	-	\$	-
14 Conveying	\$	-	\$	-
21 Fire Suppression	\$	221,968	\$	11.61
22 Plumbing	\$	137,900	\$	7.22
23 HVAC	\$	935,750	\$	48.96
25 Integrated Automation	\$	108,350	\$	5.67
26 Electrical	\$	951,600	\$	49.79
27 Communications	\$	74,100	\$	3.88
28 Electronic Safety and Security	\$	157,600	\$	8.25
31 Earthwork	\$	444,626	\$	23.27
32 Exterior Improvements	\$	499,892	\$	26.16
33 Utilities	\$	1,073,660	\$	56.18
Subtotal Constructon	\$	8,959,710	\$	468.82
*Design Contingency and Escalation	6.00%	\$ 537,583		
Subtotal		\$ 9,497,293	\$	496.95
General Conditions	5.00%	\$ 474,865		
Subtotal		\$ 9,972,158		
Bonds and Insurance	0.80%	\$ 79,777		
Subtotal		\$ 10,051,935		
CM Fee	2.50%	\$ 251,298		
Subtotal		\$ 10,303,233		
Preconstruction Fee	0.25%	\$ 25,758		
TOTAL CONSTRUCTION		\$ 10,328,991	\$	540.47

Sprinkler Add Alternate \$ 347,069

AREA	19,111
TOTAL SF	19,111

SUMMARY

Assumptions / Qualifications

- 1 This estimate is based on SD Narrative dated 10/1/2015
- 2 An allowance has been included for the storage rack system. This allowance has yet to be confirmed through any vendor quotes.
- 3 We have reduced the contingency and escalation at the request of administration.
- 4 In the current market CMAR projects tend to bid slightly higher than CSP or bid projects.
- 5 The add alternate is for installing an "in-rack" fire suppression system at High Pile Storage Area.

Texas State University
 Alkek Repository
 SD /DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
02 EXISTING CONDITIONS							
Demolition							
Site Clearing	267,000	sf	\$ 0.25	\$ 66,750			
Remove Existing Utilities - Allow	1	ls	\$ 30,000	\$ 30,000			
			Subtotal		\$ 96,750		
				TOTAL DIVISION 02		\$ 96,750	\$ 5.06
03 CONCRETE							
Foundation/Slab							
Foundations	19,111	sf	\$ 4.70	\$ 92,590			
Carton Forms	19,111	sf	\$ 3.50	\$ 68,950			
Floor Slab - Work Area 8"	10,691	sf	\$ 6.00	\$ 64,146			
Floor Slab - Storage 12"	9,009	sf	\$ 11.00	\$ 99,099			
			Subtotal		\$ 324,785		
Drilled Piers							
Drilled Piers	19,700	sf	\$ 4.50	\$ 88,650			
			Subtotal		\$ 88,650		
Tilt Wall							
Superstructure - Tilt- Wall Hght Bay Pile Insulated	26,170	sf	\$ 14.50	\$ 379,465			
Casting Bed	8,000	sf	\$ 4.00	\$ 32,000			
			Subtotal		\$ 411,465		
Miscellaneous							
Housekeeping Pads	1	ls	\$ 3,000	\$ 3,000			
			Subtotal		\$ 3,000		
				TOTAL DIVISION 03		\$ 827,900	\$ 43.32
04 MASONRY							
CMU Backup w/ Thermocromex Finish	1,925	sf	\$ 19.00	\$ 36,575			
Miscellaneous	1	ls	\$ 5,000.00	\$ 5,000			
Mock-Ups	1	ls	\$ 7,500	\$ 7,500			
			Subtotal		\$ 49,075		
				TOTAL DIVISION 04		\$ 49,075	\$ 2.57
05 METALS							
Structural Steel							
Structural Steel Columns/Beams - (work area)	29	ton	\$ 4,300.00	\$ 124,700			
Structural Steel Columns/Beams - (storage area)	23	ton	\$ 4,300.00	\$ 98,900			
Hoisting	3	mo	\$ 35,000.00	\$ 105,000			
			Subtotal		\$ 328,600		
Exterior Wall Metals							
Insulated Metal Panel	725	sf	\$ 36.00	\$ 26,100			
Masonry Finish w/ Thermocromex	2,800	sf	\$ 19.00	\$ 53,200			
Metal Stud Backp	3,525	sf	\$ 8.00	\$ 28,200			
			Subtotal		\$ 107,500		

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1	19,111
<u>TOTAL SF</u>	<u>19,111</u>

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
Miscellaneous							
Miscellaneous Steel / Kickers / Embeds / Lintels	1	ls	\$ 18,000.00	\$ 18,000			
			<u>Subtotal</u>		\$ 18,000		
TOTAL DIVISION 05						\$ 454,100	\$ 23.76
06 WOOD, PLASTICS & COMPOSITES							
Rough Carpentry							
Miscellaneous Blocking	19,111	sf	\$ 0.50	\$ 9,850			
			<u>Subtotal</u>		\$ 9,850		
TOTAL DIVISION 06						\$ 9,850	\$ 0.52
07 THERMAL AND MOISTURE PROTECTION							
Roofing							
Standing Seam Metal Roof	4,500	sf	\$ 16.00	\$ 72,000			
Flat TPO Roof	15,225	sf	\$ 12.00	\$ 182,700			
Gutters/Downspout							
Downspout	160	lf	\$ 25.00	\$ 4,000			
Collector Heads	7	ea	\$ 150.00	\$ 1,050			
Gutter	90	lf	\$ 24.00	\$ 2,160			
Scupper	10	ea	\$ 250.00	\$ 2,500			
Exterior Insulation							
Roof Insulation	19,111	sf	\$ 1.90	\$ 37,478			
Air Barrier	-	sf	\$ 1.55	\$ -			
Batt Insulation - R-19 Fiberglass	-	sf	\$ 1.00	\$ -			
Sheathing	-	sf	\$ 1.25	\$ -			
Miscellaneous							
Access Hatch	1	ea	\$ 1,500.00	\$ 1,500			
Firestopping	1	ls	\$ 6,000.00	\$ 6,000			
Miscellaneous Caulking and Sealants	19,700	sf	\$ 0.15	\$ 2,955			
			<u>Subtotal</u>		\$ 312,343		
TOTAL DIVISION 07						\$ 312,343	\$ 16.34
08 OPENINGS							
Glass and Glazing							
Exterior Openings							
Exterior Door Single	6	ea	\$ 2,660	\$ 15,960			
Exterior Door Double	1	ea	\$ 4,500	\$ 4,500			
Exterior Door Roll up at High Pile Storage	2	ea	\$ 6,500	\$ 13,000			
Interior Doors							
Sliding Entry Double	2	ea	\$ 35,000	\$ 70,000			
Door/Frame/Hardware - Single	15	ea	\$ 1,800	\$ 27,000			

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
Door/Frame/Hardware - Double	4	ea	\$ 2,700	\$ 10,800			
Roll UP Garage Door	2	ea	\$ 6,500	\$ 13,000			
Auto Sliders to Arts and High Pile	2	ea	\$ 15,000	\$ 30,000			
Glass and Glazing							
Curtainwall	775	sf	\$ 75.00	\$ 58,125			
Storefront	425	sf	\$ 55.00	\$ 23,375			
			Subtotal		\$ 265,760		
						TOTAL DIVISION 08	\$ 265,760 \$ 13.91

09 FINISHES

Partitions

Interior Partition	340	lf	\$ 105.00	\$ 35,700			
Furring	1	ls	\$ 16,000	\$ 16,000			
			Subtotal		\$ 51,700		

Ceilings

Ceiling Finishes - ACT - 2x2	8,231	sf	\$ 4.50	\$ 37,040			
Paint Exposed Ceilings	11,470	sf	\$ 1.20	\$ 13,764			
			Subtotal		\$ 50,804		

Floor Finishes

Polished Concrete	13,000	sf	\$ 6.75	\$ 87,750			
Rubber Floor	3,200	sf	\$ 8.00	\$ 25,600			
Seal Concrete	3,100	sf	\$ 2.00	\$ 6,200			
Wall Base	1	ls	\$ 6,500.00	\$ 6,500			
			Subtotal		\$ 126,050		

Painting

Restroom Wall Tile	855	sf	\$ 11.00	\$ 9,405			
Painting	43,500	sf	\$ 1.80	\$ 78,300			
			Subtotal		\$ 87,705		

TOTAL DIVISION 09 \$ 316,259 \$ 16.55

10 SPECIALTIES

Specialties

Toilet Paper Dispenser	2	ea	\$ 65.00	\$ 130			
Grab Bars	2	set	\$ 165.00	\$ 330			
Mirror	2	ea	\$ 160.00	\$ 320.00			
Soap Dispenser	2	ea	\$ 55.00	\$ 110.00			
Trash Receptacle	2	ea	\$ 425.00	\$ 850			
Coat Hooks	2	ea	\$ 34.00	\$ 68.00			
Hand Dryer in Restroom	2	ea	\$ 1,500.00	\$ 3,000.00			
Napkin Dispenser	1	ea	\$ 400.00	\$ 400			
Napkin Disposal	1	ea	\$ 60.00	\$ 60			
Janitors Shelf/Mop Strip	1	ea	\$ 210.00	\$ 210			
			Subtotal		\$ 5,478		

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
Signage							
Room Signage Allowance	19,111	sf	\$ 0.23	\$ 4,531			
			Subtotal		\$ 4,531		
Miscellaneous							
Fire Extinguishers & Cabinets	6	ea	\$ 470.00	\$ 2,820			
Walk-off Matt	110	sf	\$ 35.00	\$ 3,850			
			Subtotal		\$ 6,670		
Storage							
High Pile Storage - Shelving	1	ls	\$ 1,720,000	\$ 1,720,000			
Art and Artifact - Shelving	1	ls	\$ 250,000	\$ 250,000			
			Subtotal		\$ 1,970,000		
						TOTAL DIVISION 10	\$ 1,986,679 \$ 103.95
11 EQUIPMENT							
						Subtotal	\$ -
						TOTAL DIVISION 11	\$ - \$ -
12 FURNISHINGS							
Casework/Millwork							
Millwork Upper Cabinets	20	lf	\$ 150.00	\$ 3,000			
Millwork Lower Cabinets	20	lf	\$ 300.00	\$ 6,000			
Millwork at Processing	1	ls	\$ 5,000.00	\$ 5,000			
Archival Storage Racks	49	lf	\$ 250.00	\$ 12,250			
Millwork Lobby	7	lf	\$ 300.00	\$ 2,100			
			Subtotal		\$ 28,350		
Window Treatment							
Window Treatments	1,200	SF	\$ 6.00	\$ 7,200			
			Subtotal		\$ 7,200		
						TOTAL DIVISION 12	\$ 35,550 \$ 1.86
13 SPECIAL CONSTRUCTION							
						Subtotal	\$ -
						TOTAL DIVISION 13	\$ - \$ -
14 CONVEYING							
						Subtotal	\$ -
						TOTAL DIVISION 14	\$ - \$ -

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
21 FIRE PROTECTION							
Fire Protection - Sprinkler							
Fire Suppression - Sprinkler Work Area	10,691	sf	\$ 3.50	\$ 37,419			
Fire Suppression - High Pile Storage - Overhead Only	9,009	sf	\$ 5.50	\$ 49,550			
Fire Suppression - Storage Tank/Pump	1	ls	\$ 135,000.00	\$ 135,000			
ESFR Heads, No In-Rack included (see alternate)							
			Subtotal		\$ 221,968		
				TOTAL DIVISION 21		\$ 221,968	\$ 11.61
22 PLUMBING							
Equipment							
Plumbing	19,111	sf	\$ 7.00	\$ 137,900			
			Subtotal		\$ 137,900		
				TOTAL DIVISION 22		\$ 137,900	\$ 7.22
23 HVAC							
HVAC	19,111	sf	\$ 48	\$ 935,750			
			Subtotal		\$ 935,750		
				TOTAL DIVISION 23		\$ 935,750	\$ 48.96
25 INTEGRATED AUTOMATION							
Controls	19,111	sf	\$ 5.50	\$ 108,350			
			Subtotal		\$ 108,350		
				TOTAL DIVISION 25		\$ 108,350	\$ 5.67
26 ELECTRICAL							
Equipment							
Electrical	19,111	sf	\$ 28.00	\$ 551,600			
Emergency Generator - Natural Gas	1	ls	\$ 400,000	\$ 400,000			
			Subtotal		\$ 951,600		
				TOTAL DIVISION 26		\$ 951,600	\$ 49.79
27 COMMUNICATIONS							
Audio/Visual							
AV Rough-In	1	ls	\$ 15,000	\$ 15,000			
Telephone/Data							
Telecommunications	19,111	sf	\$ 3.00	\$ 59,100			
			Subtotal		\$ 74,100		
				TOTAL DIVISION 27		\$ 74,100	\$ 3.88
28 SECURITY AND FIRE ALARM							
Security							

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
Security - Allow	19,111	sf	\$ 4.00	\$ 78,800			
Fire Alarm							
Fire Alarm	19,111	sf	\$ 3.00	\$ 59,100			
Lightening Protection							
Lightening Protection	19,111	sf	\$ 1.00	\$ 19,700			
Subtotal					\$ 157,600		
TOTAL DIVISION 28						\$ 157,600	\$ 8.25

31 EARTHWORK

Building and Site Earthwork

Fine Grading	267,000	sf	\$ 0.30	\$ 80,100			
Excavation - Remove 4' at Building/Paved Areas	8,778	cy	\$ 9.00	\$ 79,002			
Distribute Soils on Site	8,778	cy	\$ 4.00	\$ 35,112			
Select Backfill 5'	10,972	cy	\$ 21.00	\$ 230,412			
SWPPP	1	ls	\$ 20,000	\$ 20,000			
Subtotal					\$ 444,626		

TOTAL DIVISION 31 \$ 444,626 \$ 23.27

32 EXTERIOR IMPROVEMENTS

Roadways/Parking

Concrete Pavement	32,967	sf	\$ 8.50	\$ 280,220			
Mechanical Yard Paving	1,528	sf	\$ 6.50	\$ 9,932			
Parking & Vehicle Drive Paving	3,961	sf	\$ 6.50	\$ 25,747			
Sidewalk Paving	1,097	sf	\$ 5.50	\$ 6,034			
Conc Curb and Gutter	1,390	lf	\$ 14.00	\$ 19,460			

Landscape, Irrigation, Site Furnishings

Landscape/Irrigation	1	ls	\$ 150,000	\$ 150,000			
Bike Rack - Allowance	1	ls	1,500	\$ 1,500			
Flag Poles	2	ea	3,500	\$ 7,000			
Subtotal					\$ 499,892		

TOTAL DIVISION 32 \$ 499,892 \$ 26.16

33 SITE UTILITIES

Gas

Gas Line	718	lf	\$ 72.00	\$ 51,696			
Gas Meter and Pressure Regulator	1	ea	\$ 8,500.00	\$ 8,500			
Connect to Existing	1	ea	\$ 1,500.00	\$ 1,500			
Road Bore	145	lf	\$ 380.00	\$ 55,100			
Gas Line Extension Along McCarty	1300	lf	\$ 72.00	\$ 93,600			
Excavation/Backfill	2,018	lf	\$ 15.00	\$ 30,270			

Storm System

Retention Pond	21,039	sf	\$ 6.00	126,234.00			
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Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Level 1 19,111
 TOTAL SF 19,111

ESTIMATE DETAIL

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	TOTALS	\$/SF
24" Cross drive Drain	122	lf	\$ 65.00		7,930.00		
Inlet	1	ea	\$ 1,200.00		1,200.00		
Proposed Rip Rap Erosion Protection	1,886	sf	\$ 12.00		22,632.00		
Demo/Remove Temp Outfall Structure	1	ea	\$ 5,000.00		5,000.00		
New Drainage Swale	16,949	sf	\$ 0.75		12,711.75		
Trench/Backfill	122	lf	\$ 17.00	\$	2,074		
Connect To Existing	1	ea	\$ 3,500.00	\$	3,500		
Rain Water Collection System - Allow	1	is	\$ 100,000.00	\$	100,000		
Domestic Water and Fire							
3" Domestic Line	273	lf	\$ 35.00	\$	9,555		
8" Fire Line	852	lf	\$ 71.00	\$	60,492		
8" Combo Water Meter	1	ea	\$ 30,000.00	\$	30,000		
8" BFP	1	ea	\$ 5,000.00	\$	5,000		
8" TS&V	1	ea	\$ 1,500.00	\$	1,500		
Fire Hydrant	2	ea	\$ 3,100.00	\$	6,200		
Excavation/Backfill	1,125	lf	\$ 17.00	\$	19,125		
Sanitary Sewer							
Waste Water Manhole	2	ea	\$ 4,100.00	\$	8,200		
Waste Water - Manhole	1	ea	\$ 4,500.00	\$	4,500		
Waste Water 8" Line	480	lf	\$ 81.00	\$	38,880		
Waste Water - Tie to Existing	1	ea	\$ 3,000.00	\$	3,000		
Excavation/Backfill	480	lf	\$ 17.00	\$	8,160		
Electrical / Telecom Site Utility							
New Communication Ductbank	1182	lf	\$ 110	\$	130,020		
New Communication Manhole	4	ea	\$ 4,100	\$	16,400		
Tie Comm to Existing	1	ea	\$ 5,000	\$	5,000		
Primary Power Ductbank to Building	260	lf	\$ 250.00	\$	65,000		
Primary Power Ductbank to Building Extend Along McCarty		By Utility					
Site Lighting	1	is	\$ 100,000	\$	100,000		
Telecommunications Feed Ductbank	400	lf	\$ 90	\$	36,000		
Excavation/Backfill	260	lf	\$ 18	\$	4,680		

Subtotal \$ 1,073,660

TOTAL DIVISION 33 \$ 1,073,660 \$ 56.18

SUBTOTAL CONSTRUCTION \$ 8,959,710 \$ 468.82

SEE RECAP FOR MARK-UPS

Texas State University
 Alkek Repository
 SD / DD Estimate
 October 6, 2015

Alternate Fire Protection - In Rack Design

DESCRIPTION	QTY	UNIT	UNIT COST	EXTENSION	SUBTOTAL	SUBTOTAL
DIVISION 21 - Fire Protection						
Sprinkler System (overhead)						
Fire Suppression System - Overhead Stacks (in base)	9,009	sf	\$ (5.50)	\$ (49,550)		
			Subtotal		\$ (49,550)	
Shelving Racks w/out Metal Closure Panels						
Credit for Side Closure Panels	1	allow	\$ (70,000)	\$ (70,000)		
			Subtotal		\$ (70,000)	
Sprinkler System (in rack)						
Total Sprinkler Heads	216	ea	\$ 51.25	\$ 11,070		
Riser Piping	240	lf	\$ 118.75	\$ 28,500		
Mains Piping	160	lf	\$ 168.75	\$ 27,000		
Lateral Mains Piping	2,250	lf	\$ 81.25	\$ 182,813		
Pipe Fittings	1	allow	\$ 37,125	\$ 37,125		
Runout Pipe per head 3/4"	2,160	lf	\$ 15.00	\$ 32,400		
Paint piping	5,026	lf	\$ 3.13	\$ 15,706		
Controls	1	allow	\$ 17,250	\$ 17,250		
Manlifts	20	wks	\$ 1,500.00	\$ 30,000		
Cleanup	20	wks	\$ 937.50	\$ 18,750		
Fire Sprinkler Overhead - Art and Artifacts	2,527	sf	\$ 6.25	\$ 15,794		
			TOTAL DIVISION 21		\$ 416,408	
TOTAL COST OF CONSTRUCTION						\$ 296,858
*Design Contingency and Escalation						7.50% \$ 22,264
Subtotal						\$ 319,122
General Conditions						5.00% \$ 15,956
Subtotal						\$ 335,078
Bonds and Insurance						0.80% \$ 2,681
Subtotal						\$ 337,759
CM Fee						2.50% \$ 8,444
Subtotal						\$ 346,203
Preconstruction Fee						0.25% \$ 866
TOTAL CONSTRUCTION						\$ 347,069

TAB 6

Total Project Budget

Total Estimated Construction Cost:	\$10,271,911.00
Add Alternates as listed below:	\$ 394,790.00
Construction Cost Limitation (CCL):	\$10,226,911.00
CMR Pre-Construction Services:	\$45,000.00
Owner's Construction Contingency	\$409,076.00
Architect/Engineer Fees:	\$829,500.00
Furnishings and Equipment:	\$2,079,168.00
Owner Contracted Services / Other Work:	\$449,764.00
Owner Provided Services / Miscellaneous:	\$490,892.00
Project Contingency:	\$436,582.00
Project Management Administrative Fees:	\$449,007.00
Landscape Enhancement:	(NA)
Public Art:	(NA)
Estimated Total Project Cost:	\$15,415,900.00

This budget represents the University's best estimate of project costs at this stage of design, based upon third-party construction estimates reconciled between the Architect's Cost Estimating Consultant, Project Cost Recourses, and the Construction Manager at Risk, DBR

Alternates include:	
Add Alternate #1 – In-Rack Sprinkler Fire Protection System	\$394,790.00

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TAB 7

Cost Comparison

	Library Service Center	Library Repository	High Density Library	Florida Academic Repository (FLARE)	MLAC	Library Repository
Owner	Rice University	Kansas State University	University of Calgary	University of Florida	University of Minnesota	Texas State University
Location	Houston, Texas	Manhattan, Kansas	Calgary, Canada	Gainesville, Florida	Minneapolis, Minnesota	San Marcos, Texas
Temperature Controlled	Yes	Yes	Yes	Yes	Yes	Yes
Book Storage Amount	1.75 Million	1.1 Million	2.5 Million	5.2 Million	1.4 Million	940,000
Date	2004	2014	2010	2015	2000	2015
Delivery	Design / Bid / Build	CMaR	CMaR	Design / Bid / Build	CMaR	CMaR
Contractor	Spaw Maxwell	MarLan Construction	CANA Construction, Ltd	TBA	CS McCrossan, Inc and MA Mortenson Co.	DPR Construction
Square Feet	18,500	22,500	25,200	30,000	106,000	19,111
Construction Cost	\$7,800,000	\$36,000,000	\$17,000,000	\$26,700,000	\$42,000,000	\$10,226,911
Escalation*	\$11,426,633	\$37,584,000	\$19,826,684	\$26,700,000	\$58,035,365	\$10,226,911
Cost per sq ft**	\$618	\$1,670	\$787	\$890	\$548	\$535

* Per Turner Building Cost Index

** After applying escalation



LIBRARY REPOSITORY - KANSAS STATE UNIVERSITY

The Library Repository at Kansas State University is designed to house 1.1 million volumes of books. The Annex was constructed in 2014 and is designed to be temperate controlled for long-term storage.



HIGH DENSITY LIBRARY - UNIVERSITY OF CALGARY

The High Density Library (HDL) is an climate-controlled off-site storage facility for less-used library material at The University of Calgary. The facility is designed to house 2.5 million volumes of books.



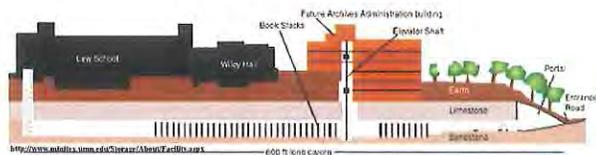
Library Service Center- RICE UNIVERSITY

The Library Service Center is a storage facility for less-used library material at Rice University. The facility is designed to house 1.75 million volumes of books and is temperature controlled for long-term storage.



FLORIDA ACADEMIC REPOSITORY (FLARE)- UNIVERSITY OF FLORIDA

The Florida Academic Repository is an off-site storage facility for less-used library material at The University of Florida. The facility is designed to house 5.2 million volumes of books. The repository is scheduled to start construction in 2015.



MLAC- UNIVERSITY OF MINNESOTA

The MLAC at the University of Minnesota is buried underneath the campus and is a repository for under used books. The repository is designed to house 1.4 million volumes of books. The MLAC was constructed in 2000.

TAB 8

Sustainability Narrative

STATEMENT OF ENERGY CONSERVATION AND SUSTAINABILITY

The Architect/Engineering team and the Construction Manager are applying practical energy conservation and sustainability strategies. The construction plans and specifications comply with the applicable provisions of the State Energy Conservation Office standards.

As a direct result of the unique programmatic requirements, the project does not meet Leadership in Energy & Environmental Design certification requirements of any level. The project is however being reviewed against U.S. Green Building Council's Leadership in Energy & Environmental Design version 4 criteria to identify achievable credits. Please see the attached preliminary Leadership in Energy & Environmental Design checklist.



LEED v4 for BD+C: New Construction and Major Renovation
Project Checklist

Project Name: Texas State University Library Repository
Date: September 28, 2015

Y	?	N			
			Credit	Integrative Process	1
1 2 13 Location and Transportation 16					
		0	Credit	LEED for Neighborhood Development Location	16
	1		Credit	Sensitive Land Protection	1
		2	Credit	High Priority Site	2
		5	Credit	Surrounding Density and Diverse Uses	5
	1	4	Credit	Access to Quality Transit	5
		1	Credit	Bicycle Facilities	1
		1	Credit	Reduced Parking Footprint	1
O		1	Credit	Green Vehicles	1
1 7 2 Sustainable Sites 10					
Y			Prereq	Construction Activity Pollution Prevention	Required
	1		Credit	Site Assessment	1
	1	1	Credit	Site Development - Protect or Restore Habitat	2
L/A		1	Credit	Open Space	1
	3		Credit	Rainwater Management	3
L		1	Credit	Heat Island Reduction	2
	1		Credit	Light Pollution Reduction	1
4 3 4 Water Efficiency 11					
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
L		2	Credit	Outdoor Water Use Reduction	2
MEP	4	2	Credit	Indoor Water Use Reduction	6
MEP		2	Credit	Cooling Tower Water Use	2
MEP		1	Credit	Water Metering	1
0 8 25 Energy and Atmosphere 33					
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required
O		6	Credit	Enhanced Commissioning	6
MEP		18	Credit	Optimize Energy Performance	18
MEP		1	Credit	Advanced Energy Metering	1
MEP		2	Credit	Demand Response	2
MEP		3	Credit	Renewable Energy Production	3
MEP		1	Credit	Enhanced Refrigerant Management	1
O		2	Credit	Green Power and Carbon Offsets	2

8	3	2			
Materials and Resources 13					
Y			Prereq	Storage and Collection of Recyclables	Required
Y			Prereq	Construction and Demolition Waste Management Planning	Required
A/MEP		3	Credit	Building Life-Cycle Impact Reduction	5
	2		Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
	2		Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
	2		Credit	Building Product Disclosure and Optimization - Material Ingredients	2
	2		Credit	Construction and Demolition Waste Management	2
9 6 1 Indoor Environmental Quality 16					
Y			Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
MEP		2	Credit	Enhanced Indoor Air Quality Strategies	2
	3		Credit	Low-Emitting Materials	3
	1		Credit	Construction Indoor Air Quality Management Plan	1
O		2	Credit	Indoor Air Quality Assessment	2
MEP		1	Credit	Thermal Comfort	1
O/MEP		2	Credit	Interior Lighting	2
A/MEP		3	Credit	Daylight	3
A		1	Credit	Quality Views	1
A/MEP		1	Credit	Acoustic Performance	1
1 1 4 Innovation 6					
A		1	Credit	Innovation	5
	1		Credit	LEED Accredited Professional	1
0 2 2 Regional Priority 4					
A		1	Credit	Regional Priority: Specific Credit	1
A		1	Credit	Regional Priority: Specific Credit	1
		1	Credit	Regional Priority: Specific Credit	1
		1	Credit	Regional Priority: Specific Credit	1
24 32 53 TOTALS Possible Points: 110					
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110					
A	Architecture				
C	Civil				
L	Landscape				
MEP	Mech. Elec. Plumbing				
O	Owner				

TAB 9

Certification

The design documents submitted by the Architect/Engineer (A/E) have been reviewed and found to be a complete and satisfactory Design Development (35 percent or more) design submittal. This certification is based on a review by the Component, and upon receipt by the System Office and/or the Component of a satisfactory statement from the Architect/Engineer of record for every discipline that, to the best of their knowledge, the design is complete, and all that remains to be provided are details required for the creation of construction documents and the preparation of such documents.

TSUS: Revisions to Capital Improvements Program

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

The Rec Sports Facility and Jackson Field Turf projects at Sul Ross State University be included in the TSUS Capital Improvements Program.

Explanation

The projects described below are proposed to be added to the CIP. Information regarding these projects is attached to this motion. The Board's approval of this motion will add the projects to the CIP and authorize the component to begin programming and design and to expend an amount not to exceed 4% of the Total Project Cost associated with each project to bring them through Design Development.

The projects included in this motion are as follows:

Sul Ross State University

The **Rec Sports Facility** project is a FY 2016 project to be funded by TSUS Bonds, to be serviced through an increase in the athletic and recreational sports fees. A student referendum on the fee increases was held on October 20, 2015, and the fee increase was passed by vote of the students. The project consists of the construction of intramural fields within the Jackson Field complex, and has a preliminary total project cost of \$1,600,000.

The **Jackson Field Turf** project is a FY 2016 project to be funded by gifts. The project consists of subgrade and drainage work followed by the installation of a new artificial surface for the football field. It has a preliminary project cost of \$1,000,000.

CIP Project Information Form

Project Name: Rec Sports Facility

Component: Sul Ross State University

Program Year: 2016

New or Amended: New

On Campus Master Plan? No

Project Type: Other

Gross square footage: N/A

Site/Location: Jackson Field Complex

Project Need: University officials have determined, based on student recruiting and retention research, that a new recreational sports facility would greatly benefit the students. The project includes a fully lighted artificial turf field available for year-around use, permanently striped for seven-on-seven flag football, four-on-four flag football, kickball, soccer, softball, ultimate frisbee, other sports, and a 90-yard football field for varsity practice.

Preliminary Project Cost: \$1,600,000

Source(s) of Funding: TSUS Bonds to be repaid from increases in athletics and recreational sports fees. A student referendum approved the increased fees on October 20.

Comments: The preliminary project cost is based on a third party cost estimate.

CIP Project Information Form

Project Name:	Jackson Field Turf
Component:	Sul Ross State University
Program Year:	2016
New or Amended:	New
On Campus Master Plan?	No
Project Type:	Other
Gross square footage:	N/A
Site/Location:	Jackson Field Complex
Project Need:	A new playing surface is needed for the football field.
Preliminary Project Cost:	\$1,000,000
Source(s) of Funding:	Gifts
Comments:	The preliminary project cost is based on an in-house cost estimate.

**Texas State University System
Planning and Construction**

Consent Items

- E. TSUS: CONSENT: Planning and Construction Report Nov 2015
- F. TSUS: CONSENT: Campus Condition Index Report FY2016

EXECUTIVE SUMMARY

Planning and Construction Report

November 2015

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of October 6, 2015.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.

The spreadsheet continues to reflect robust capital project activity throughout the System. TSUS presently has fifteen projects valued at approximately \$608 million in the planning stage, an 18% decrease from the previous calendar quarter. This decrease is due in large part to our first round of TRB projects moving into the design phase, as expected. Nine projects are in design, valued at approximately \$196 million, a 332% increase over the previous quarter. Eleven projects valued at approximately \$257 million are in various stages of construction but have not yet reached substantial completion. Excluding projects that have reached substantial completion, we have approximately \$1.06

billion in projects in planning, design or construction that are moving forward, an increase of about 2% from the previous quarter. The preceding summary excludes most projects under \$1 million that are proceeding under Presidential authority.

The materials for this Board meeting include the annual Campus Condition Report, which presents the priority deferred maintenance projects planned by each TSUS component institution, and calculates the value of all deferred maintenance as a percentage of the value of campus facilities. This report is required to be delivered to the Board of Regents annually. Further information is available on the Executive Summary page of the report.

November, 2015

TSUS Capital Projects (funding identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LiT	TA Buildings Renovation/Replacement	\$ 17,340,000.00	3-Procurement	TBD	TBD	TRB funded project.
LiT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	Awaiting final report from LiT.
LSC-O	Multipurpose Building	\$ 12,500,000.00	4-Schematic Design	TBD	July, 2017	TRB funded project.
LSC-PA	Student Housing	\$ 6,600,000.00	4-Schematic Design	TBD	TBD	Public-private partnership is the delivery method.
LSC-PA	Vocational/Technical Facility	\$ 11,000,000.00	2-Programming	TBD	TBD	TRB funded project.
LU	Renovation of Setzer Center	\$ 22,000,000.00	2-Programming	TBD	August, 2018	Phased construction is expected to begin in 2016.
LU	Regional Center for Innovation and Commercialization	\$ 11,110,500.00	6-Construction Documents	January, 2016	December, 2016	Funded by a HUD grant administered through GLO.
LU	Wayne A. Reaud Administration Building	\$ 25,028,340.00	7-Construction	October, 2014	July, 2016	
LU	New Softball Field	\$ 2,000,000.00	8-Close-out	October, 2014	August, 2015	Closeout documents are in progress.
SHSU	Lowman Student Center Expansion	\$ 40,000,000.00	2-Programming	TBD	TBD	Programming and feasibility study complete. Procurement to begin in November 2015.
SHSU	North Residential District and Parking Structure	\$ 60,616,724.00	2-Programming	TBD	TBD	Parking structure has been removed from scope and cost reduced accordingly.
SHSU	Thomason Building Re-Purpose	\$ 8,100,000.00	2-Programming	TBD	TBD	Procurement was expected to commence in late October 2015.
SHSU	Biology Laboratory Building	\$ 60,000,000.00	4-Schematic Design	TBD	July, 2018	
SHSU	Bernard Johnson Coliseum Renovation	\$ 12,320,000.00	5-Design Development	TBD	November, 2016	Design development documents are on the agenda for approval at this Board meeting.
SHSU	Fred Pirkle Engineering Technology Center	\$ 22,000,000.00	7-Construction	March, 2015	November, 2016	
SHSU	South Dining	\$ 15,131,295.00	7-Construction	July, 2015	August, 2016	
SHSU	South District Parking & Related Infrastructure	\$ 4,323,934.00	7-Construction	October, 2014	Summer, 2015	
SHSU	South Residence Complex	\$ 67,400,000.00	7-Construction	June, 2015	August, 2017	
SHSU	Sciences Annex	\$ 1,625,000.00	8-Close-out	June, 2014	December, 2014	Formerly known as Sycamore Vivarium. Substantial completion on December 12, 2014.
SHSU	Student Health and Counseling Center Expansion	\$ 11,332,000.00	8-Close-out	October, 2013	August, 2014	
SHSU	Woodlands Level 4 Nursing Build-out Phase 1	\$ 1,000,000.00	8-Close-out	November, 2013	January, 2015	Phase 1 was substantially complete on January 12, 2015. Phase 2 pending funding.
Sul Ross	Motion Capture Lab	\$ 400,000.00	2-Planning	TBD	January, 2016	
Sul Ross	Campus Access (Phase I)	\$ 1,400,000.00	6-Construction Documents	TBD	May, 2016	
TxST	Alkek Library Learning Commons	\$ 10,862,895.00	2-Programming	TBD	TBD	
TxST	DHRL Blanco Hall Renovations	\$ 28,000,000.00	2-Programming	TBD	TBD	
TxST	DHRL Hilltop Complex	\$ 132,252,870.00	2-Programming	TBD	TBD	Program is expected to be complete in November, 2015.
TxST	LBJ Student Center Expansion	\$ 51,500,000.00	2-Programming	TBD	TBD	Program is expected to be complete in October, 2015.
TxST	CoGeneration Plant Gas Turbines	\$ 45,000,000.00	3-Procurement	TBD	TBD	Public-private partnership is delivery method for this project.
TxST	Engineering and Science Building	\$ 107,012,293.00	3-Procurement	TBD	July, 2018	
TxST	LBJ Student Center Renovation	\$ 20,113,150.00	3-Procurement	TBD	TBD	
TxST	University Event Center Expansion	\$ 54,100,000.00	3-Procurement	TBD	TBD	Formerly known as Strahan Expansion and Renovation. Scope expanded in August 2015.
TxST	DHRL Retama Hall Renovations	\$ 9,026,199.00	4-Schematic Design	TBD	July, 2017	
TxST	RRHEC #3 (Health Professions 1)	\$ 67,500,000.00	4-Schematic Design	TBD	May, 2018	
TxST	Library Repository	\$ 15,415,900.00	5-Design Development	TBD	Summer, 2017	Design development documents are on the agenda for approval at this Board meeting.
TxST	Alkek Library Renovations	\$ 14,024,925.00	7-Construction	September, 2015	October, 2016	
TxST	Bobcat Trail Mall Redevelopment	\$ 5,488,888.00	7-Construction	June, 2014	December, 2015	
TxST	DHRL: Moore Street Housing	\$ 59,834,337.00	7-Construction	June, 2014	June, 2016	
TxST	Electrical Infrastructure Upgrades	\$ 11,800,000.00	7-Construction	January, 2012	May, 2016	Phase 1 was substantially complete in January 2013.
TxST	JC Mitte Renovations	\$ 9,455,743.00	7-Construction	TBD	August, 2016	
TxST	Jones Dining Hall Renovation	\$ 18,619,805.00	7-Construction	December, 2014	August, 2016	
TxST	RF Mitte Renovations	\$ 2,750,000.00	7-Construction	June, 2014	August, 2015	University has delegated authority to execute this multi-year, multi-phase renovation.
TxST	STAR One Expansion	\$ 8,000,000.00	7-Construction	August, 2015	Summer, 2016	
TxST	Bobcat Trail Utility Updates	\$ 6,300,000.00	8-Close-out	June, 2014	June, 2015	
TxST	STAR One Finish-Out	\$ 2,125,000.00	8-Close-out	December, 2014	April, 2015	

TOTAL: \$ 1,095,199,798.00

November, 2015

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	\$ 23,340,000.00	On hold - funding	TBD	TBD	Programming is complete. Project is the subject of a TRB request.
SHSU	CMIT/LEMIT/PRC Facility & Infrastructure	\$ 43,750,000.00	On hold - funding	TBD	TBD	Master plan for the 78 acre tract was approved in August, 2014.
SHSU	Gibbs Ranch Equine Arena	\$ 10,000,000.00	On hold - funding	TBD	TBD	Programming is complete. Project is part of the Capital Campaign for funding.
SHSU	Gibbs Ranch Plant Science Field Lab	\$ 4,216,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in August 2014.
SHSU	I-45 Recreational Complex	\$ 10,000,000.00	On hold - funding	TBD	TBD	Reprogramming approved in August 2013.
TxST	Baseball/Softball Team Building	\$ 10,280,413.00	On hold - funding	TBD	TBD	Feasibility study was completed in February, 2014. Project cost updated in March, 2015.
TxST	Music Building	\$ 61,365,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in March 2015.
TxST	RRHEC #4 (Health Professions 2)	\$ 45,000,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in March 2015.

TOTAL: \$ 207,951,413.00

Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	15	\$ 608,297,932.00	55.54%
Design (pre-Board approval)	7	\$ 183,362,099.00	16.74%
Design (post-approval)	2	\$ 12,510,500.00	1.14%
Construction*	11	\$ 256,783,333.00	23.45%
Post-substantial completion**	9	\$ 34,245,934.00	3.13%
TOTAL:	44	\$ 1,095,199,798.00	100%

*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 2016	8	\$ 153,358,408.00	59.72%
Completion FY 2017	3	\$ 103,424,925.00	40.28%
TOTAL:	11	\$ 256,783,333.00	100%

**Lamar State College-Orange
Summary
(as of October 8, 2015)**

I. Project Planning & Programming

II. Design/Construction/Document Phase

1) Multipurpose Education Building

Architect: PBK Architects, Inc.
Contractor CM@Risk: SpawGlass
Project Manager: Skanska

Est. Cost: \$12,500,000
Est. Completion: June 2017

The design phase has commenced for the construction of a Multipurpose Building which will contain educational classroom space for Mathematics, College Success, and Leisure Learning departments. The building will also include a large meeting space for multipurpose functions. The contract was signed with PBK Architects on September 23, 2015. The design of the building has been revised from the original one story building discussed during programming to a two story building without an increase in square footage.

III. Construction Phase

N/A

V. Completed Projects

N/A

**Lamar State College-Port Arthur
Summary
(as of October 8, 2015)**

I. Project Planning & Programming

1) Student Housing Project

Developer: ITEX Development, LLC	Est. Cost:	\$6,600,000
	Est. Completion:	08/01/16

The Board of Regents approved this project in August 2015 and delegated authority to the Chancellor to enter into contracts with the developer firm for the design, construction, and operation of student housing on the College's campus in Port Arthur, TX. We are in the process of negotiating the Development Agreement, Ground Lease and Operating Agreement. Groundbreaking is scheduled for November 2015.

2) Vocational/Technical Facility

Programmer: Facility Programming and Consulting	Est. Cost:	\$11,000,000
	Est. Completion:	12/01/17

A Tuition Revenue Bond has been legislatively appropriated to construct a 26,235 square foot vocational/technical building. The building will house our chemical process technology and electronic instrumentation programs, and drafting program. Programming of the new building will be complete by November 1, 2015. We have selected Hill International to provide project management services. Procurement of an Architect and Construction Manager-at-Risk is planned for December 2015 .

II. Design/Construction/Document Phase

N/A

III. Construction Phase

N/A

IV. Completed Projects

N/A

Lamar University
Summary
(as of October 8, 2015)

I. Project Planning & Programming

1) Renovation of Setzer Student Center

Programming Firm: Facility Programming & Consulting	Est. Cost:	\$22,000,000
	Est. Completion:	2018

This project will accomplish selective demolition and total renovations of the existing Setzer Student Center Building starting in Fall 2016. It will include administrative support areas, general faculty and staff offices, student activities center for welcoming new or potential students and classrooms, meeting areas and ballroom. The project programming was completed August 2015. Selection of an Architect and a Construction Manager-at-Risk is planned for November 2015.

II. Design/Construction Document Phase

2) Regional Center for Innovation and Commercialization

Programming/Architect: Long Architects Inc.	Est. Cost:	\$11,110,500
Contractor: BE&K Building Group	Est. Completion:	December 2016
Project Manager: Hill International		

Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University to be funded by a HUD grant. The Innovation and Commercialization Center will house a Technology Business Incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility has been currently reduced in design to 20,615 square feet for future tenants. The project is in the Construction Development phase. In August 2014, the Board of Regents authorized the University to provide up to \$1 million in additional funding for this project if necessary. The anticipated construction start date is January 2016.

III. Construction Phase

3) Wayne A. Reaud Administration Building (Formerly Brooks-Shivers Renovation)

Architect: Page	Est. Cost:	\$25,028,340
Contractor: SpawGlass Construction Corp.	Est. Completion:	July 14, 2016
Project Manager: Hill International		

The New Administration & Honors Building will house the Lamar University President's Office including all administrative support personnel that are under the President, Human Resources, Institutional Research & Reporting, Honors Student Program,

general faculty and staff offices, a student activities center for welcoming new or potential students, new parking and Computer Floor and IT Department Offices and a conference center. The Design Development documents were approved by the Board of Regents in August 2014. The construction of the Project is divided into two construction packages. The initial package was released for construction on November 3, 2014. Construction is approximately 45% complete. The project is under budget. There have been slight adjustments to the project schedule to accommodate owner-selected betterments to the project.

4) Softball Field

Architect: Brown Reynolds Watford Architects	Est. Cost:	\$2,000,000
Contractor: ALLCO	Est. Completion:	August 3, 2015

Lamar University has initiated play in Women's NCAA Division 1 Softball and anticipates joining conference play in the spring of 2015. The University is constructing a Competition Softball Complex, located adjacent to the recently constructed competition soccer complex. These two complexes will share support facilities including parking and a support building that houses locker rooms, offices, restrooms, and concessions. The softball complex is designed to meet NCAA Division 1 standards, and will include a lighted, natural grass field, seating for 400 to 500 spectators, hitting/pitching practice facilities, and a storage facility. Authority to execute this project has been delegated to the President. The construction start date was October 15, 2014. Construction is approximately 100% complete. Working on closeout documents.

IV. Completed Projects

N/A

**Sam Houston State University
Summary
(as of October 8, 2015)**

I. Project Planning & Programming

1) North Residential District and Parking Structure

Programmer: Facilities Programming and Consulting Est. Cost: \$60,616,724

Programming began on the Phase 2 of the North Residential District for the additional beds needed per the Master Plan Update 2012. 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.

2) Thomason Building Re-Purpose

Programmer: Facilities Programming and Consulting Est. Cost: \$8,100,000

The existing occupants will be moving to the new Fred Pirkle Engineering Technology Center currently scheduled to open spring 2017. The programming 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.

3) CMIT/LEMIT/PRC Facility & Infrastructure

Programmer: Facilities Programming and Consulting Est. Cost: \$43,750,000

Correction Management Institute of Texas (CMIT) and Law Enforcement Management Institute of Texas (LEMIT) are expanding their services to the law enforcement community throughout the state and nation. These activities are located in the George J. Beto Criminal Justice Center (Beto CJC) where Sam Houston State University's Criminal Justice (CJ) academic program is housed. By relocating the non-academic programs off campus, SHSU's Criminal Justice College will be able to expand as anticipated. The Police Research Center (PRC) has been a long-term endeavor to develop a comprehensive police information management system, the Criminal Research, Information Management, and Evaluation System (CRIMES), which also be located in the new facility. Programming was approved in November 2013. The project will be located north of main campus on 78 acres which were transferred by Texas Department Criminal Justice to TSUS for the use of Sam Houston State University in the 83rd Legislative Session. This parcel has been master planned with this project being part of the first phase.

4) Gibbs Ranch Equine Arena

Programmer: Facilities Programming and Consulting

Est. Cost: \$10,000,000

The project was previously included in the FY2014-2019 CIP as Gibbs Ranch Ag Arena. Due to the specialized need for program specific functionality the project was separated from the existing Capital Improvements Program project. The new facility will support the academic growth in equestrian and animal sciences, as the Department of Agricultural and Industrial Sciences continues to set enrollment records. Equine Science is one of the more rapidly growing areas and currently serves as an optional minor for students. Programming was approved in June 2014 and this project is part of the Capital Campaign for funding.

5) Gibbs Ranch Plant Science Field Lab

Programmer: Facilities Programming and Consulting

Est. Cost: \$4,216,000

The project is envisioned as a replacement facility for the existing Horticulture operations currently at the I-45 Ag Complex, and provides opportunity for growth of departmental capabilities to better serve students. It consolidates greenhouses, shared classroom/research lab space, and a series of gardens and exterior amenities totaling 8,500 gross square feet and 7,500 square feet respectively. The architectural program was approved in April 2012 and the project is awaiting funding.

6) I-45 Recreational Complex

Programmer: Facilities Programming and Consulting

Est. Cost: \$10,000,000

This project originally combined athletics and recreational sports into the existing Agriculture campus and Holleman field areas; however, budget estimates did not align with University projected budgets. Therefore, the programming restarted with only the recreational components included and the project is being reprogrammed in phases. Programming was approved in August 2013 and is being used to support the Capital Campaign. The project is on hold pending funding.

7) Lowman Student Center Expansion

Programmer: Facilities Programming and Consulting

Est. Cost: \$40,000,000

Programming began on June 22, 2012 to expand and selectively renovate the Lowman Student Center to expand the services and activities that support student life. The expansion is planned to be located on the Smith-Kirkley Hall site. The October 2012 student referendum vote was successful for this project. Programming is complete and was approved in January 2013. The Feasibility study is complete and approved. Solicitations for design and contractor will be submitted November, 2015.

8) The Woodlands Center Level 4 Nursing Build out, Phase 2

Construction of Phase 1 (Simulation Lab, Skills Lab, home health learning and office suite) was complete in December 2014. Phase 2 will include a second Skills Lab and office space, and is pending additional funding.

II. Design/Construction Document Phase

- 9) Bernard Johnson Coliseum Renovation
Architect: PBK Sports Architects Est. Cost: \$12,320,000
Contractor: White Construction Company Est. Completion: November 2016

Extensive mechanical, electrical, plumbing renovation is needed as the original systems are still in place. Locker room and restroom improvements along with replacement and addition of retractable seats and life safety compliance concerns are being addressed through this project scope. Design Development documents are on the November Board of Regents agenda for approval.

- 10) Biology Laboratory Building
Architect: HDR Architects Est. Cost: \$60,000,000
Contractor: Vaughn Construction Est. Completion: 2018

The building will be funded by a Tuition Revenue Bond, and is proposed to include biology laboratories, with instructional, research and administrative areas for Biology. The building is proposed to contain approximately 83,000 gross square feet. Design is currently underway.

III. Construction Phase

- 11) South Dining
Programmer/Architect: Kirksey Architects Est. Cost: \$15,131,295
Contractor: BE+K (formerly KBR) Est. Completion: August 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 will be moved from the Belvin basement to the new facility. The expansion is located over an existing parking lot. Board approval of the project was granted at a Called Meeting on April 6, 2015. Notice to Proceed for construction was issued July 1, 2015. Demolition of the existing Art G Building and construction are underway.

- 12) South Residence Complex
Architect: Stantec /Treanor Architects Est. Cost: \$67,400,000
Contractor: SpawGlass Est. Completion: August 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. Design Development Documents were approved by the Board of Regents in November 2014. An "early release" design package was solicited in December. The initial Guaranteed Maximum Price proposal was rejected as too costly, and the contract with the initial Construction Manager-at-Risk was terminated. SpawGlass was selected as the new Construction-Manager-at-Risk. A Notice to Proceed for

Construction was issued on July 6, 2015. Construction is underway with 30% of the foundations complete.

13) Fred Pirkle Engineering Technology Center

Architect: The Lawrence Group Architects Est. Cost: \$22,000,000
Contractor: The Whiting-Turner Contracting Co. Est. Completion: November 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 will be interwoven throughout the facility. Design Development Documents were approved at the February 2015 Board of Regents Meeting. The Groundbreaking ceremony was held on June 12, 2015 and a Notice to Proceed for Construction was issued on June 15, 2015. Construction is underway with the first floor slab on grade and perimeter foundation walls being complete.

14) South District Parking & Related Infrastructure

Architect: Gessner Engineering Est. Cost: \$4,323,934
Contractor: SpawGlass Civil Construction Est. Completion: Summer 2015

This project includes construction of 421 parking spaces, concrete surface sidewalks, the 22nd Street extension between Avenue J and Avenue I, and underground storm water detention facilities. It will be located on the site of the recently purchased Richmond Apartments and adjacent parking lots. Design Development documents were approved by the Chancellor pursuant to authority delegated by the Board of Regents in May 2014. A Notice to Proceed for construction was issued in October 2014. The project is 100% complete, except for completion of minor punchlist items, and the parking lot is in use.

15) Student Health and Counseling Center

Architect: Lawrence Group Est. Cost: \$11,332,000
Contractor: Tellepsen Builders Ext. Completion: August 2014

The new 29,000 square foot center houses both the University’s physical health and mental health services. The project is located next to Old Main Market where former King Hall was situated. The Design Development package and project cost were approved at the August 2013 Board of Regents meeting. Construction began on October 14, 2013 with an interior substantial completion issued August 22, 2014. The Physical Health Clinic has reported an increase of 49% and Counseling reported an 8% increase in student use. Close-out is in process.

16) Sciences Annex (formerly known as Sycamore Vivarium)

Architect: FKP Architects

Cost: \$1,625,000

Contractor: Vaughn Construction

Completion: December 2014

Design kick-off started on September 29, 2013 for the Vivarium project, which includes four animal holding rooms, housing primarily for rodents, and associated support areas, including a Procedure Room located at the recently purchased property at 1614 Sycamore Avenue. The project will allow the University to relocate this operation into a suitable facility. Construction began on June 9, 2014. Substantial Completion was accomplished on December 12, 2014. Project close-out is in process.

IV. Completed Projects

N/A

**Sul Ross State University
Summary
(as of October 8, 2015)**

I. Project Planning & Programming

N/A

II. Design/Construction/Document Phase

1) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$1,400,000
Contractor: TBD	Est. Completion:	May, 2016

As recommended 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. Total Project is estimated at \$ 1.4M. This project also includes the North Quadrangle Improvements and the inclusion of the Big Bend Law Enforcement Memorial monument. Procurement of a contractor is underway, and the project is scheduled for completion in May 2016.

III. Construction Phase

2) Motion Capture Lab

Architect: PBK	Est. Cost:	\$400,000
Contractor: Noble General Contractors	Est. Completion:	January 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. Construction began in late September 2015, with completion scheduled for January, 2016.

IV. Completed Projects

N/A

**Texas State University
Summary
(as of October 8, 2015)**

I. Project Planning & Programming

1) Alkek Library Learning Commons

Programmer: Perry Dean Rogers CIP Cost: \$10,862,895

The Albert B. Alkek Library Learning Commons Feasibility Study was completed in May 2012. The total project cost of approximately \$10.9 million for Phase 1 of the project is on the CIP and covers the re-purposing of space for creation of a Learning Commons on the second floor and portions of the third and fourth floor of the Library. The program creation process for this project is currently scheduled to commence in January 2016.

2) Baseball/ Softball Team Building

Programmer: Facility Programming & Consulting Est. Cost: \$10,280,413

The Baseball/Softball Team Building project was amended as part of the Capital Improvements Program update in May 2014. It includes the options developed for Athletics as part of a Feasibility Study prepared by Facility Programming & Consulting in February 2014. The project is on hold pending funding.

3) DHRL Blanco Hall Renovations

Feasibility Report: DBR Engineering Est. Cost: \$28,000,000
Programmer: Facility Programming & Consulting

The program for the estimated \$28 million DHRL Blanco Residence Hall Renovations is being prepared by Facility Programming & Consulting and will be completed by the end of October 2015. The scope of renovations and improvements includes upgrades of the building utilities infrastructure as well as upgrading the fire protection systems; updating the restrooms; minor modifications to the bedrooms; upgrading the community living rooms; repairing/enhancing the exterior; and improving the main entry area.

4) DHRL Hilltop Complex

Programmer: Facility Programming & Consulting Est. Cost: \$132,252,870

The DHRL Hilltop Residence Hall Complex project includes the demolition of the existing residence halls (Arnold, Burleson, Hornsby, and Smith) and construction of a new complex with a total of 1,200 beds. The 50% program, prepared by Facility Programming & Consulting, was delivered in September 2015 and the final program document should be ready by November 2015. The project is on the CIP at a total project cost of approximately \$132 million. The programmers are developing options that will result in lower total project costs. Discussions are underway about the possibility of adding multipurpose classroom and auxiliary space to the site due to the high desirability of the location.

5) LBJ Student Center Expansion

Programmer: Facility Programming & Consulting Est. Cost: \$51,500,000

The LBJ Student Center Expansion program is being prepared by Facility Programming & Consulting and will be completed by the end of October 2015. The current program estimate is \$51.5 million and includes the construction of an approximate 60,000 gross square foot addition that will enlarge the Student Center footprint into the existing amphitheater area. The program also identifies renovations and upgrades of the mechanical, electrical, fire protection systems, and other infrastructure components.

6) LBJ Student Center Renovation

Feasibility Study: Facility Programming & Consulting Est. Cost: \$20,113,150
Programmer: Facility Programming and Consulting

The next step in the LBJ Student Center Renovation project calls for Requests for Qualifications (RFQ) for the Architect Engineer and the Construction Manager at Risk. RFQ's are targeted for release in October. Design should get underway by December 2015 and the Design Development package is scheduled to be presented to the Board of Regents in August 2016. The facility condition assessment prepared in conjunction with the Student Center Expansion project program identifies repairs and upgrades of the mechanical, electrical, fire protection systems, and other infrastructure components and incidental interior/exterior renovations and repairs. This project is estimated to cost \$20 million.

7) Music Building

Programmer: Facility Programming & Consulting Est. Cost: \$61,365,000

A new music building to address the pressing need for a music facility, classrooms and rehearsal space will be located in close proximity to the new University performance facility. The adjacent Performing Arts Center will provide a 300 seat Recital Hall and a 400 seat Theatre Center venue. The program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for the Legislative Appropriations Request document in July, 2012. The project is on hold pending funding.

8) Round Rock Health Professions – 2

Programmer: Facility Programming & 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 existing departments and additional academic programs in the College of Health Professions. The building was re-programmed and a revised cost estimate was completed for possible funding by the Legislature during the 2011 session. This program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request in July 2012. The project is on hold pending funding.

9) University Event Center Expansion

Feasibility Study: Moody Nolan Est. Cost: \$54,100,000
Programmer: Facility Programming & Consulting

Procurement of an Architect-Engineer and a Construction Manager-at-Risk for the University Event Center Expansion (UEC) project at Strahan Coliseum are underway. The program, estimated at \$54.1 million, was prepared by Facility Programming & Consulting and is scheduled to be submitted to System by mid-October. Design should commence by November 2015 and the project is scheduled to be presented to the Board of Regents for approval in August 2016. The 81,282 gross square foot expansion includes space for Athletic programs being relocated from Jowers as well as support space for Commencement. An additional 2,500 fixed seats and 288 chairs will be added to the arena seating capacity. The project also includes a new loading dock/access to the lower court level, relocation of the existing practice field and demolition of the Riverside Apartments. This project will allow Jowers Hall to be turned over for 100% academic use as all the current Athletic Department offices and labs will move into the UEC.

II. Design and Construction Document Phase

10) CoGeneration Plant Gas Turbines

Consultant: Broaddus & Associates Est. Cost: \$45,000,000

Seven firms responded to the Request for Qualifications for the Cogeneration Gas Plant Turbines/ Combined Heat & Power Plant private-public partnership (P3). The evaluation committee selected four firms to provide additional information and to meet with the committee during a series of interviews scheduled for October 22, 2015. It is anticipated that two firms will then be selected to receive the Request for Proposal. Each firm will be invited to meet with the System staff as well as Texas State and City of San Marcos Electric Utility staff to develop a fee structure and negotiate the terms and conditions of a comprehensive P3 Energy Support Agreement for the design, construction, operations and maintenance, and financing of the 8 megawatt plant. The agreement is scheduled to be presented to the Board of Regents for approval in May 2016.

11) DHRL Retama Hall Renovations

Programmer: Facility Programming & Consulting Est. Cost: \$9,026,199
Architect: KSQ Est. Completion: Summer 2017
CMR: Flynn Construction

The Retama Hall Renovations program was completed by Facility Programming & Consulting in April 2015. The project is scheduled for presentation to the Board of Regents for approval at the February 2016 meeting. Construction will commence in June 2016 when the hall is empty and substantial completion is anticipated by summer 2017. The building will be gutted, leaving in place the structural framing and the exterior skin. The renovations include installation of new windows, new mechanical, electrical, and plumbing systems, and new data lines and security and fire protection systems. Additional areas to be improved include a two bedroom staff apartment, staff

III. Construction Phase

15) Alkek Library Renovations

Architect: PBK Architects	Est. Cost:	\$14,024,925
Contractor: Vaughn	Est. Completion:	October 3, 2016

The Albert B. Alkek Library Renovations project includes the phased repairs and upgrades of mechanical, electrical, and information technology systems, and other infrastructure components. The Design Development documents were approved by the Board in May 2015. The Guaranteed Maximum Price was approved in August 2015. A Notice to Proceed has been issued and construction is underway. Work activities scheduled over the next three months include interior selective demolition, electrical rough-in, and long lead mechanical equipment purchasing.

16) Bobcat Trail Mall Redevelopment

Architect: TBG Partners	Est. Cost:	\$5,488,888
Contractor: Flynn Construction	Est. Completion:	December 2015

Construction of the Bobcat Trail Mall Redevelopment/Enhancement project by Flynn Construction as designed by TBG Partners is anticipated to be complete by December 2015. Construction is about 50 percent complete and work activities in the next three months include completion of the North LBJ St corridor by October 20; concrete placement and installation of pavers on Edward Gary and Bobcat Trail streets; and landscaping.

17) Bobcat Trail Utility Upgrades

Architect: TTG Goetting	Est. Cost:	\$6,300,000
Contractor: Flynn Construction	Completion:	June 2015

Construction of the Bobcat Trail Utilities Upgrade project by Flynn Construction is complete as of June 2015. The project Close-Out documents have been submitted to System for final review. This project started in June 2014 and was completed on time and under the budget of \$6.3 million.

18) Department of Housing and Residential Life: Moore Street Housing

Architect: SHW/Treanor	Est. Cost:	\$59,834,337
Contractor: SpawGlass	Est. Completion:	June 2016

The DHRL Moore Street Housing project is a 598-bed facility, consisting of two residence halls and a connecting community building. The project is anticipated to be completed by June 2016. Construction is about 67 percent complete and work activities in the next three months include exterior façade materials, roofing, interior MEP, and interior framing and sheetrock installation. The project is ahead of schedule.

19) Electrical Infrastructure Upgrades

Engineer: Bath Associates	Est. Cost:	\$11,800,000
Contractor: Hunt Construction	Est. Sub. Completion:	May 2016

Phase Two of the Electrical Infrastructure Upgrades work, with a total project cost of \$11.8 million continues and includes the multi-year phased replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. The overall project completion date is anticipated to be May 2016.

20) JC Mitte Renovations

Architect: LYM Architects	Est. Cost:	\$9,455,743
Contractor: Vaughn	Est. Completion:	August 2016

The Joann Cole Mitte and Sabinal Renovations project includes the phased repairs, upgrades, and renovations of spaces at JC Mitte and complete renovations of Sabinal. The Design Development documents were approved by the Board of Regents in May 2015. The Phase 1 renovations of JC Mitte are complete. The renovations of Sabinal are about 10 percent complete and work activities in the next three months include complete interior and partial exterior demolition, minor structural work, electrical and plumbing upgrades, mechanical rough-ins, wall framing, and new storefront window preparations. The Sabinal renovations are scheduled to be completed in May 2016. Phase 2 of the JC Mitte renovations are scheduled to commence in June 2016 and be completed by August 2016.

21) Jones Dining Hall Renovation

Architect: Pfluger Architects	Est. Cost:	\$18,619,805
Contractor: Vaughn Construction	Est. Completion:	August 2016

Construction of the Jones Dining Hall Renovation project by Vaughn Construction is on schedule to reach substantial completion by June 2016. Construction is about 50 percent complete and work activities in the next three months include construction of east terrace, interior build-out, installation and connections for kitchen equipment, food service area build-out, mechanical equipment connections, and installation of exterior glass.

22) RF Mitte Renovations

Architect: Multiple firms	Est. Cost:	\$2,750,000
Contractor: Multiple firms	Est. Completion:	Summer 2015

The Roy F. Mitte Renovations project which originally included 18 phases and was estimated to cost \$2.75 million as part of the reconfiguration and renovations of several classrooms, offices, and other spaces is about 90% complete. Additional space renovations have been approved by the Provost and will be accomplished utilizing project savings.

23) STAR One Expansion

Architect: Philo Wilke
Contractor: Hill & Wilkinson

Est. Cost: \$8,000,000
Est. Completion: Summer 2016

Construction of the STAR One Expansion project started in June 2015. Substantial completion is anticipated to be in summer 2016. Construction is about 10 percent complete and work activities in the next three months include concrete slab placement; exterior insulation; construction and erection of structural wall panels; and placement of structural roof framing.

24) STAR One Finish-Out

Contractor: SpawGlass (design-build)

Est. Cost: \$2,125,000
Est. Completion: April 2015

The STAR One Laboratory Finish-out of the remaining 6,700 GSF of shell space is complete as of April 2015. The final close out letter was submitted to the System Office in October 2015. This project started in August 2014 and was completed on time and under the budget of \$2.1 million.

IV. Completed Projects

N/A

Campus Condition Index Report FY2016

November 12, 2015



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2. 2016 Campus Construction Index Yearly Comparison Information
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Campus Condition Report

Executive Summary

November 2015

Prior to the 2013 legislative session, public institutions of higher education were required to report to the Texas Higher Education Coordinating Board data regarding the condition of their buildings and facilities, including information concerning deferred maintenance. Senate Bill 215 eliminated this requirement, and created a new requirement (Education Code section 61.05821) to report this information to the governing board of each institution. This report is made to the Board annually at the November meeting of the Board of Regents.

Attached to this Executive Summary is the information required by the new statute. The information is as of October 15, 2015.

On the first page is a chart showing the yearly index information for the last four years for comparison purposes.

The second page contains a list of the top five priority deferred maintenance projects of each TSUS institution, and the budget status, category, type, and estimated cost of each. “Budgeted” projects are those for which budget

has been identified in the current year.

“Unbudgeted” projects are those which need to be accomplished in the current year but for which budget has not been identified.

“Projected” projects are those which are projected to be accomplished in the four years following the current fiscal year.

The Campus Condition Index for each institution is also reported on the third page. Fluctuations in index numbers between 2013 and 2014 may be attributable in part to more robust collection of data pertaining to facilities in the current year, and/or a more aggressive approach to addressing deferred maintenance issues.

The remaining pages contain a detailed listing of all deferred maintenance projects covered by the report.

The following is a glossary of abbreviations used:

EGCCIV: Educational and General Campus Condition Index Value

EGCCI: Educational and General Campus Condition Index (percentage of total value represented by deferred maintenance projects)

IWCCIV: Institution Wide Campus Condition Index Value

IWCCI: Institution Wide Campus Condition Index (percentage of total value represented by deferred maintenance projects)

DM TO to CCIV: Deferred maintenance as a percentage of total campus value

Detailed information on priority projects and all projects is provided on the remaining pages of the report.

A new metric “DM TO CCIV**” has been added this year and will be tracked in future years.

This new calculation more accurately represents the magnitude of deferred maintenance for non-auxiliary buildings on each campus.¹

¹ This metric is the sum of the designated deferred maintenance projects for each campus divided by the sum of the value of the E&G buildings on the campus and the estimated value of the campus

infrastructure (non-building) assets related to the E&G facilities value. The infrastructure value is based on 25% of the E&G buildings value (excluding facility adaptations).

2016 Campus Construction Index Yearly Comparison Information

The following is a comparison of the data reported in this year's CCI report with data reported by the Coordinating Board for our institutions over the last three reporting years.

Institution	DM TO CCIV**	DM to CCIV			EGCCI			IWCCI			DM (in millions)			
	2015 DM to CCIV **	2015 DM to CCIV	2014 DM to CCIV	2013 DM to CCIV	2015 EGCCI	2014 EGCCI	2013 EGCCI	2015 IWCCI	2014 IWCCI	2013 IWCCI	2015 DM	2014 DM	2013 DM	2012 DM
Lamar	10.90%	4.28%	5.66%	3.30%	15.94%	21.24%	5.20%	5.86%	7.71%	10.85%	\$47.12	\$66.90	\$30.44	\$12.06
LIT	22.66%	2.10%	1.04%	0.58%	5.12%	2.54%	2.21%	3.56%	1.75%	0.63%	\$2.34	\$1.22	\$1.61	\$0
LSC-O	24.32%	0.75%	0.69%	0.69%	1.81%	1.72%	1.47%	1.27%	1.21%	1.29%	\$0.98	\$0.94	\$0.89	\$0.89
LSC-PA	2.10%	1.02%	0.87%	0.29%	3.03%	2.64%	0.77%	1.54%	1.30%	0.42%	\$1.62	\$1.40	\$0.92	\$0.19
SHSU	6.54%	6.65%	5.71%	2%	25.34%	21.67%	0.31%	9.02%	7.75%	0.12%	\$121.75	\$108.70	\$105.91	\$2.68
Sul Ross	1.15%	0.44%	0.42%	0.36%	1.91%	1.81%	0.02%	0.57%	0.55%	0.01%	\$2.11	\$2.09	\$1.74	\$0.38
Texas State	3.01%	1.29%	0.46%	0.46%	1.82%	0.80%	1.80%	0.56%	2.1%	2.11%	\$43.10	\$38.90	\$28.24	\$2.68

Prioritization/ Summary of Campus Condition Index by Institution (excludes auxillary facilities)

2016



	Priority	Project Name	Period	Category	Type	Basis	Amount
Lamar University	1	Music Building Roof Replacement	Projected	Planned	Other	Approximated	\$267,467.00
	2	Campus Wide Infrastructure Upgrade (Wtr., Sanitary, Elect., Chiller)	Unbudgeted	Deferred	Other	Approximated	\$2,500,002.00
	3	Thomas Maes Building Roof Replacement	Projected	Planned	Other	Approximated	\$515,866.00
	4	Campus Wide Security and Security Fenciing Repairs	Projected	Planned	Other	Approximated	\$347,502.00
	5	Thomas Maes Building HVAC Replacement Renovation	Projected	Planned	Other	Approximated	\$775,557.00
Total							\$4,406,394.00
Lamar Institute of Technology	1	Building Renovation 0829,0778	Budgeted	Planned	Plmbg./Mech	Approximated	\$1,250,000.00
	2	Chiller Installation 0828	Projected	Deferred	HVAC	Approximated	\$750,000.00
	3	Building Renovation 0825	Projected	Deferred	Arch	Inspected	\$11,000.00
	4	Campus Security	Projected	Deferred	Safety	Inspected	\$250,000.00
	5	Energy Management	Budgeted	Planned	HVAC	Approximated	\$78,000.00
Total							\$2,339,000.00
Lamar State College-Orange	1	Academic Center Roof Replacement	Projected	Deferred	Other	Approximated	\$403,375.00
	2	Student Center Roof Replacement	Projected	Deferred	Other	Approximated	\$321,531.00
	3	Wilson Building Roof Replacement	Projected	Deferred	Other	Approximated	\$257,225.00
Total							\$982,131.00
Lamar State College-Port Arthur	1	Replace Chill Water and Piping and Coil	Unbudgeted	Deferred	HVAC	Approximated	\$250,000.00
	2	Replace Chill Water and Piping and Coil	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$204,480.00
	3	Standby Generator	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$56,925.00
	4	Electrical Switchgear Replacement	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$234,300.00
	5	Air Handlers	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$248,500.00
Total							\$994,205.00
Sam Houston State University	1	EPLT Replace Domestic Water Pipe	Budgeted	Deferred	Plmbg./Mech	Approximated	\$150,000.00
	2	CJC Replace Plumbing Pipe Phase I	Budgeted	Deferred	Plmbg./Mech	Approximated	\$275,000.00
	3	CJC Envelope Repair Phase I	Budgeted	Deferred	Arch	Approximated	\$200,000.00
	4	Replace EPLT Hot Water System with Boilers	Budgeted	Facility Ada	Arch	Inspected	\$1,750,000.00
	5	AB III Upgrade HVAC and ELEC System Phase I	Budgeted	Facility Ada	Arch	Approximated	\$1,000,000.00
Total							\$3,375,000.00
Sul Ross State University	1	Lawrencece Hall Fire Alarm	Budgeted	Planned	Safety	Inspected	\$75,000.00
	2	Briscoe Administration Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$120,000.00
	3	Morelock Academic Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$140,000.00
	4	Fine Arts Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$120,000.00
	5	Graves-Pierce Complex Fire Alarm	Budgeted	Deferred	Plmbg./Mech	Inspected	\$76,000.00
Total							\$531,000.00
Texas State University	1	Chemistry, Lab Countertop Replacement	Budgeted	Deferred	Other	Actual	\$695,000.00
	2	Derrick Hall, HVAC Upgrade Phase 2	Budgeted	Deferred	Plmbg./Mech	Actual	\$400,000.00
	3	Evans Liberal Arts, Roof Repair	Budgeted	Deferred	Arch	Actual	\$780,000.00
	4	MCSB, Rpl A/C Systems 2, 3, and 4th floors	Budgeted	Deferred	Plmbg./Mech	Inspected	\$450,000.00
	5	Old Main, Structual Repairs Phase I	Budgeted	Deferred	Arch	Actual	\$185,000.00
Total							\$2,510,000.00
System Total							\$15,137,730.00

Prioritization/ Summary of Campus Condition Index by Institution (excludes auxillary facilities)

2016



Lamar University Campus Condition Index Calculation					
EGCCIV	\$301,961,419.00		EGCCI	15.94%	
IWCCIV	\$821,753,857.00		IWCCI	5.86%	
IWCCIV (25% of GSF)	\$165,013,935.00				
DM TO CCIV	4.28%				
DM TO CCIV**	10.09%				
Lamar Institute of Technology Campus Condition Index Calculation					
EGCCIV	\$45,673,306.00		EGCCI	5.12%	
IWCCIV	\$65,659,680.00		IWCCI	3.56%	
IWCCIV (25% of GSF)	\$13,381,684.00				
DM TO CCIV	2.10%				
DM TO CCIV**	22.66%				
Lamar State College-Orange Campus Condition Index Calculation					
EGCCIV	\$54,298,869.00		EGCCI	1.81%	
IWCCIV	\$77,160,242.00		IWCCI	1.27%	
IWCCIV (25% of GSF)	\$17,449,386.00				
DM TO CCIV	0.75%				
DM TO CCIV**	24.32%				
Lamar State College-Port Arthur Campus Condition Index Calculation					
EGCCIV	\$53,728,546.00		EGCCI	3.03%	
IWCCIV	\$105,502,834.00		IWCCI	1.54%	
IWCCIV (25% of GSF)	\$21,100,567.00				
DM TO CCIV	1.02%				
DM TO CCIV**	2.10%				
Sam Houston State University Campus Condition Index Calculation					
EGCCIV	\$480,416,528.00		EGCCI	25.34%	
IWCCIV	\$1,349,310,135.00		IWCCI	9.02%	
IWCCIV (25% of GSF)	\$274,667,160.00				
DM TO CCIV	6.65%				
DM TO CCIV**	6.54%				
Sul Ross State University Campus Condition Index Calculation					
EGCCIV	\$110,007,851.00		EGCCI	1.91%	
IWCCIV	\$366,741,726.00		IWCCI	0.57%	
IWCCIV (25% of GSF)	\$73,348,335.00				
DM TO CCIV	0.44%				
DM TO CCIV**	1.15%				
Texas State University Campus Condition Index Calculation					
EGCCIV	\$789,663,385		EGCCI	1.82%	
IWCCIV	\$2,554,900,902		IWCCI	0.56%	
IWCCIV (25% of GSF)	\$513,285,674				
DM TO CCIV	1.29%				
DM TO CCIV**	3.01%				

Campus Condition Index by Institution (excludes auxillary facilities)

2016



Lamar Institute of Technology			
Project Name	Period	Category	Amount
Campus Security	Projected	Deferred	\$250,000.00
Chiller Installation 0828	Budgeted	Planned	\$750,000.00
Building Renovation 0825	Budgeted	Planned	\$11,000.00
Building Renovation 0778,0829	Projected	Deferred	\$1,250,000.00
Energy Management 0828	Projected	Deferred	\$78,000.00
Total			\$2,339,000.00
Total w/o facility adaptation			\$2,339,000.00
Campus Condition Index Calculation			
EGCCIV	\$45,673,306	EGCCI	5.12%
IWCCIV	65,659,680	IWCCI	3.56%
IWCCIV (25% of institution GSF per THECB)	\$13,381,684		
DM TO CCIV	2.10%		
DM TO CCIV (25% of institution GSF per THECB)	22.66%		
DM TO CCIV** (25% of institution GSF per THECB less fac.adapt.)	22.66%		

Campus Condition Index by Institution (excludes auxiliary facilities)

2016



Lamar State College-Orange				
Project Name	Period	Category	Amount	
Roof Replacement Academic Center, Building 634	Projected	Deferred	\$403,375.00	
Roof Replacement Student Center, Building 827	Projected	Deferred	\$321,531.00	
Roof Replacement Wilson Building, Building 826	Projected	Deferred	\$257,225.00	
Total			\$982,131.00	
Total w/o facility adaptation			\$982,131.00	
Campus Condition Index Calculation				
EGCCIV	\$54,298,869	EGCCI	1.81%	
IWCCIV	77,160,242	IWCCI	1.27%	
IWCCIV (25% of institution GSF per THECB)	\$17,449,386			
DM TO CCIV	0.75%			
DM TO CCIV (25% of institution GSF per THECB)	24.32%			
DM TO CCIV** (25% of institution GSF per THECB less fac.adapt.)	24.32%			

Campus Condition Index by Institution (excludes auxillary facilities)

2016



Lamar State College-Port Arthur			
Project Name	Period	Category	Amount
ADA Compliance Improvements	Budgeted	Planned	\$7,000.00
Campus Wide HVAC System Repairs	Budgeted	Planned	\$115,500.00
Office and Classroom Renovation	Budgeted	Facility Adapt	\$55,300.00
Electrical Upgrades	Budgeted	Planned	\$17,347.00
Verret Building- Fire and Burglar Alarm Upgrades	Unbudgeted	Planned	\$14,000.00
Plumbing Upgrades	Budgeted	Planned	\$6,600.00
Flowers and landscaping upgrades	Budgeted	Planned	\$3,500.00
Replacement of Sidewalks and Drives	Budgeted	Planned	\$11,000.00
Exterior Door Replacements	Budgeted	Planned	\$18,150.00
Campus Wide Glazing of Windows	Unbudgeted	Planned	\$10,000.00
Gates Library, Replace Chill	Unbudgeted	Deferred	\$250,000.00
Ruby Fuller, Rooftop Package Unit	Projected	Deferred	\$44,000.00
Ruby Fuller, Replace Chill Water Piping	Unbudgeted	Deferred	\$204,480.00
Student Center, Standby Generator	Unbudgeted	Deferred	\$56,925.00
Madison Monroe, Electrical Switchgear Replacement	Unbudgeted	Deferred	\$234,300.00
Records Storage, Roof Replacement	Projected	Deferred	\$110,000.00
Ruby Fuller, Air Handlers	Projected	Deferred	\$95,000.00
Madison Monroe, Air Handlers	Unbudgeted	Deferred	\$248,500.00
Ruby Fuller Improvements	Projected	Deferred	\$50,000.00
Ruby Fuller Upgrade on sunk pumps	Projected	Deferred	\$24,500.00
Madison Monroe, Building Improvements	Projected	Deferred	\$50,000.00
Total			\$1,626,102.00
Total w/o facility adaptation			\$1,570,802.00
Campus Condition Index Calculation			
EGCCIV	\$53,728,546	EGCCI	3.03%
IWCCIV	105,502,834	IWCCI	1.54%
IWCCIV (25% of institution GSF per THECB)	\$21,100,567		
DM TO CCIV	1.02%		
DM TO CCIV (25% of institution GSF per THECB)	2.17%		
DM TO CCIV** (25% of institution GSF per THECB less fac.adapt.)	2.10%		

Campus Condition Index by Institution (excludes auxillary facilities)

2016

THE TEXAS STATE UNIVERSITY SYSTEM™

Lamar University			
Project Name	Period	Category	Amount
Education Building Roof Replacement	Projected y	Planned	\$267,467.00
Campus Wide - Infrastructure Upgrade (Wtr., Sanitary, Elect., Chiller)	Unbudgete	Deferred	\$2,500,002.00
Thomas Maes Building Roof Replacement	Projected y	Planned	\$515,866.00
Campus Wide - Barrier & Security Fencing Repairs	Projected y	Planned	\$347,502.00
Thomas Maes Building Hvac Renovation/Replacement	Projected y	Planned	\$775,557.00
Campus Wide - Repair and/or replace sidewalks (ADA/Safety)	Budgeted	Planned	\$850,000.00
Music Building Roof Replacement	Projected y	Planned	\$722,740.00
Campus Wide - Annual Contract Tree Trimming	Budgeted	Planned	\$90,000.00
McFaddin Ward Health Science Building, Remove Chiller	Projected y	Planned	\$125,000.00
Family and Consumer Science Building Exterior Painting	Projected y	Planned	\$24,501.00
Campus Wide - Removal of trees near Brick Walls & Slabs - campus wide	Projected y	Planned	\$424,473.00
Asbestos Abatement & Removal "Abandoned In Place" Steam Lines	Projected y	Planned	\$3,300,004.00
Classroom/General Services Renovations- campus wide	Projected y	Facility Ada	\$1,000,001.00
Repair Ovhd Concrete Canopies, Spalding - campus wide	Projected y	Planned	\$123,783.00
Street Repairs And Replacement - campus wide	Projected y	Planned	\$6,000,006.00
Upgrade For Electrical - campus wide	Projected y	Planned	\$7,300,009.00
Overhead Metal Canopies Replacement - campus wide	Projected y	Planned	\$12,250,009.00
Cherry Engineering Roof Replacement -	Projected y	Planned	\$477,962.00
Communication Bldg Exterior Painting	Projected y	Planned	\$56,501.00
Galloway Building Exterior Painting	Projected y	Planned	\$61,502.00
Lucas Engineering Lucas Engineering Hvac Renov./Replacement	Projected y	Planned	\$1,571,113.00
Mary And John Gray Library New Fire Sprinkler System	Projected y	Planned	\$3,322,004.00
North Central Plant High Voltage Switch Gear/Transformer	Projected y	Planned	\$4,575,003.00
South Central Plant Cooling Tower Repair Slab Foundation Issue	Projected y	Planned	\$55,001.00
Thomas Maes Building High Voltage Replace/Renovation	Projected y	Planned	\$1,255,554.00
University Surplus Property & Storage Roof Replacement	Projected y	Planned	\$98,001.00
Wimberely Building Exterior Painting	Projected y	Planned	\$32,001.00
Total			\$48,121,562.00
Total w/o facility adaptation			\$47,121,561.00
Campus Condition Index Calculation			
EGCCIV	\$301,961,419	EGCCI	15.94%
IWCCIV	821,753,857	IWCCI	5.86%
IWCCIV (25% of institution GSF per THECB)	\$165,013,935		
DM TO CCIV	4.28%		
DM TO CCIV (25% of institution GSF per THECB)	10.30%		
DM TO CCIV** (25% of institution GSF per THECB less fac.adapt.)	10.09%		

Campus Condition Index by Institution (excludes auxillary facilities)

2016



Sam Houston State University			
Project Name	Period	Category	Amount
CJC Building Envelope Rpr Phase 1/4 - mtl-mas, mas tckpt, cln& seal \$200K	B - Budgeted	DM - Deferred Maint	\$200,000
CJC Building Envelope Rpr Phase 2/4 - mtl-mas, mas tckpt, cln& seal \$200K	B - Budgeted	DM - Deferred Maint	\$200,000
CJC Shelf angle repairs \$200K	B - Budgeted	DM - Deferred Maint	\$200,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***ABIII Eyebrow & walkw	B - Budgeted	DM - Deferred Maint	\$260,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***ABIII Shelf angle repair	B - Budgeted	DM - Deferred Maint	\$159,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Estill Address window f	B - Budgeted	DM - Deferred Maint	\$6,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Estill envelope/tuck pnt	B - Budgeted	DM - Deferred Maint	\$70,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Estill repair roof drains	B - Budgeted	DM - Deferred Maint	\$40,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***EVANS Balcony remov	B - Budgeted	DM - Deferred Maint	\$260,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Farrington Shelf angle	B - Budgeted	DM - Deferred Maint	\$130,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***MLH Building envelope	B - Budgeted	DM - Deferred Maint	\$130,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Peabody Reseal - fix b	B - Budgeted	DM - Deferred Maint	\$5,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Peabody Reseal/Repla	B - Budgeted	DM - Deferred Maint	\$130,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***Thomason Envelope R	B - Budgeted	DM - Deferred Maint	\$260,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase I ***WPLNT Repair Envelo	B - Budgeted	DM - Deferred Maint	\$50,000
LDB Bridge Repair \$436,800 FA=60%=\$262,080/DM=40%=\$174,720	B - Budgeted	DM - Deferred Maint	\$163,770
ABIII Replace the AHU(s) and the FCU(s) PHASE 1/3 FA 70%/DM 30% 1st flr only -	B - Budgeted	DM - Deferred Maint	\$160,500
EPLT Chiller Rep/Renov. Reinsul.1800T, R&R 1400T motor + rfgnt leak, EddyCurre	B - Budgeted	DM - Deferred Maint	\$75,141
ABIII Rplc 2-wire system PHS 1/3 FA 75%/DM 25% 1st flr only - replace main feeds	B - Budgeted	DM - Deferred Maint	\$116,250
CJC Switchgear \$350K FA 75%/DM 25%	B - Budgeted	DM - Deferred Maint	\$262,500
ABI Doors to Roof need to be replaced \$8K	P - Projected	DM - Deferred Maint	\$8,000
ABI Replace the North and South Store Front Entrances	P - Projected	DM - Deferred Maint	\$225,000
ABI Building Envelope and Waterproofing \$75K plus \$7.5K eng	P - Projected	DM - Deferred Maint	\$75,000
ABI Prep/coat/seal int. rooftop mech yard panels \$7K	P - Projected	DM - Deferred Maint	\$7,000
ABIII reroof 100U3 boiler room (7-8 leaks in roof) deferred already	P - Projected	DM - Deferred Maint	\$17,000
Animal Husbandry Bldg Repaint	P - Projected	DM - Deferred Maint	\$200,000
Animal Husbandry Bldg Repair leaking roof	P - Projected	DM - Deferred Maint	\$70,000
ART A Repair roof at eave edge	P - Projected	DM - Deferred Maint	\$10,000
ART B New Siding	P - Projected	DM - Deferred Maint	\$12,000
ART B Repair 2nd flr walkway, exterior envelope, paint.	P - Projected	DM - Deferred Maint	\$25,000
ART C Repair roof at eave edge	P - Projected	DM - Deferred Maint	\$10,000
ART D Repair roof at eave edge	P - Projected	DM - Deferred Maint	\$10,000
ART E Repair roof at eave edge	P - Projected	DM - Deferred Maint	\$10,000
ART F Repair roof at eave edge	P - Projected	DM - Deferred Maint	\$10,000
ART F Replace bottom 4' of siding.	P - Projected	DM - Deferred Maint	\$25,000
CEC CMU clean, tuck point, & reseal.	P - Projected	DM - Deferred Maint	\$10,000
CJC Building Envelope Rpr Phase 3/4 - mtl-mas, mas tckpt, cln& seal \$200,000	P - Projected	DM - Deferred Maint	\$200,000
CJC Building Envelope Rpr Phase 4/4 - mtl-mas, mas tckpt, cln& seal	P - Projected	DM - Deferred Maint	\$200,000
CJC offices and bathrooms need to be renovated in B-Wing (12 rms) \$170,000	P - Projected	DM - Deferred Maint	\$170,000
DRC Envelope Maint. (repoint, clean & seal brick, recaulk joints & windows)	P - Projected	DM - Deferred Maint	\$150,000
Envelope & Masonry Restoration Phase II (1961-1990 era)	P - Projected	DM - Deferred Maint	\$2,000,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase 2 ***Thomason Envelope R	P - Projected	DM - Deferred Maint	\$250,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase 2***BKM Envelope Restora	P - Projected	DM - Deferred Maint	\$240,000
Envelope & Masonry Restoration pre 1960 bldgs. Phase 2***EVANS EIFS/stucco re	P - Projected	DM - Deferred Maint	\$220,000

Project Name	Period	Category	Amount
EPLT Repair bld envelope	P - Projected	DM - Deferred Maint	\$80,000
EVANS Recaulk connecting retaining walls/sidewalks	P - Projected	DM - Deferred Maint	\$4,000
EVANS Reroof 7 small lower roofs - single ply	P - Projected	DM - Deferred Maint	\$30,000
HKC Envelope repairs, clean & reseal brick	P - Projected	DM - Deferred Maint	\$30,000
HKC Envelope, re-glaze windows	P - Projected	DM - Deferred Maint	\$20,000
LDB Address Envelope issues PHASE 2/3 - parapet cap, retuck brick, shelf angle, d	P - Projected	DM - Deferred Maint	\$525,000
LDB Address Envelope issues PHASE 3/3 - parapet cap, retuck brick, shelf angle, d	P - Projected	DM - Deferred Maint	\$525,000
LDB Remove drywall on exterior walls PHASE 2 - address H2O infiltration, mold iss	P - Projected	DM - Deferred Maint	\$200,000
LDB Remove drywall on exterior walls PHASE 3/4 - address H2O infiltration, mold is	P - Projected	DM - Deferred Maint	\$200,000
LDB Remove drywall on exterior walls PHASE 4 - address H2O infiltration, mold iss	P - Projected	DM - Deferred Maint	\$200,000
Lee Drain Anx (old Counseling Center) envelope repairs & sealing	P - Projected	DM - Deferred Maint	\$20,000
Music Repair/replace the exterior water proofing & recoat cast concrete	P - Projected	DM - Deferred Maint	\$175,000
NGL Building Envelope and Water Proofing	P - Projected	DM - Deferred Maint	\$340,000
NGL Penthouse exterior stucco/siding repairs	P - Projected	DM - Deferred Maint	\$150,000
Pressure Wash E&G Buildings \$42K (only \$48K of \$90K FY2015 funded)	P - Projected	DM - Deferred Maint	\$42,000
SANX envelope repairs & sealing	P - Projected	DM - Deferred Maint	\$20,000
SD - Area drains - Vis/Alum NE.corner	P - Projected	DM - Deferred Maint	\$10,000
SHBB (old) Building Envelope \$120K plus \$12K eng	P - Projected	DM - Deferred Maint	\$120,000
SHBB (old) Fix auditorium internal gutter - leaking (old) \$30K plus \$6K eng	P - Projected	DM - Deferred Maint	\$30,000
SHBB (old) Prep/coat/seal int. rooftop mech yard panels \$7K	P - Projected	DM - Deferred Maint	\$7,000
Substation foam roof repairs	P - Projected	DM - Deferred Maint	\$12,000
TEC Envelope Waterproofing Repairs	P - Projected	DM - Deferred Maint	\$200,000
Univ Storage - Remedy drainage - N. end of bldg	P - Projected	DM - Deferred Maint	\$6,000
UTC Building Envelope	P - Projected	DM - Deferred Maint	\$150,000
VIS&ALUM EIFS Repairs & reseal/recaulk	P - Projected	DM - Deferred Maint	\$10,000
ABIII Replace the AHU(s) and the FCU(s) PHASE 2 - 4 pipe system & DDC controls	P - Projected	DM - Deferred Maint	\$50,000
ABIII Replace the AHU(s) and the FCU(s) PHASE 3 - 4 pipe system & DDC controls	P - Projected	DM - Deferred Maint	\$50,000
LDB Reinsulate supply air duct throughout building PHZ 2/4	P - Projected	DM - Deferred Maint	\$27,500
LDB Reinsulate supply air duct throughout building PHZ 3/4	P - Projected	DM - Deferred Maint	\$30,000
LDB Reinsulate supply air duct throughout building PHZ 4/4	P - Projected	DM - Deferred Maint	\$32,500
West Plant Tunnel Pipe Support Replacement Phase III	P - Projected	DM - Deferred Maint	\$750,000
WPLNT Re-Insulate Chillers & CWS&R pipe \$110,000	P - Projected	DM - Deferred Maint	\$110,000
LDB Replace floor tiles, old and worn out phs2, 3rd,4th flr, remove ACM mastic und	P - Projected	DM - Deferred Maint	\$290,000
Farrington Replace MCC \$75K FA 80%/DM 20%	P - Projected	DM - Deferred Maint	\$15,000
ABIII Replace two-wire system Phases 2 \$450K FA 70%/DM 30% - replace wiring f	P - Projected	DM - Deferred Maint	\$90,000
Electrical - Distribution Bowers Stade Replace MH no.10 - plywood top- fiberglass is	P - Projected	DM - Deferred Maint	\$50,000
Mall area sidewalk repair@LSC, trough drain, from fountain, including brick pavers t	P - Projected	DM - Deferred Maint	\$150,000
Sidewalks PHZ 1/5 Seal concrete joints & repair - Mall Expans '07	P - Projected	DM - Deferred Maint	\$50,000
Sidewalks PHZ 2/5 Seal concrete joints & repair - LSC to NGL & UTC	P - Projected	DM - Deferred Maint	\$50,000
Sidewalks PHZ 3/5 Seal concrete joints & repair - TEC to Coliseum	P - Projected	DM - Deferred Maint	\$50,000
Sidewalks PHZ 4/5 Seal concrete joints & repair - Quadrangle	P - Projected	DM - Deferred Maint	\$50,000
Sidewalks Sinking steps,ramps,etc PHZ 1/3 @ LSC to Admn. & LDB	P - Projected	DM - Deferred Maint	\$80,000
Sidewalks Sinking steps,ramps,etc PHZ 2/3 @ ABI/SHBB/NGL/UTC	P - Projected	DM - Deferred Maint	\$50,000
Sidewalks Sinking steps,ramps,etc PHZ 3/3 @ Coliseum	P - Projected	DM - Deferred Maint	\$200,000
TEC SW Retaining wall 15' tall @ playground - repair	P - Projected	DM - Deferred Maint	\$8,000
Address Roof Warranty Issues for AB1.	U - Unbudgeted	DM - Deferred Maint	\$8,000
Address Roof Warranty Issues for Evans	U - Unbudgeted	DM - Deferred Maint	\$4,500
Address Roof Warranty Issues for SHBB.	U - Unbudgeted	DM - Deferred Maint	\$4,500
LDB Address Envelope issues PHASE 1/3 - parapet cap, retuck brick, shelf angle, d	U - Unbudgeted	DM - Deferred Maint	\$750,000
LDB Remove S/R on exterior walls PHASE 1 - address H2O infiltration, mold issues	U - Unbudgeted	DM - Deferred Maint	\$200,000

Project Name	Period	Category	Amount
LDB Replace Sky Light with Clerrestory \$1.5 MIL plus \$150K eng FA 90%/DM 10%	U - Unbudgeted	DM - Deferred Maint	\$150,000
LDB Reinsulate supply air duct throughout building PHZ 1 HALLWAYS PRIMARY \$	U - Unbudgeted	DM - Deferred Maint	\$100,000
LDB Replace floor tiles, old and worn out phs 1, 1st flr, remove ACM mastic under e	U - Unbudgeted	DM - Deferred Maint	\$145,000
LDB Repair lighting arrest system \$12K	U - Unbudgeted	DM - Deferred Maint	\$12,000
LDB replace the MCC \$150K plus \$20K eng FA 80%/DM 20%	U - Unbudgeted	DM - Deferred Maint	\$30,000
HATCH Biology Collections Renovation	B - Budgeted	FA - Facility Adaptation	\$50,000
Sam South Admn FPC Renovation	B - Budgeted	FA - Facility Adaptation	\$38,053
Woodlands Garage Add new storage room	B - Budgeted	FA - Facility Adaptation	\$5,000
ABI Renovate and Repair First Floor West (multifund - HEAF 80K & IT 222900)	B - Budgeted	FA - Facility Adaptation	\$302,900
ABIII Renovation for Photography Lab	B - Budgeted	FA - Facility Adaptation	\$35,173
Bearkat Statue Base	B - Budgeted	FA - Facility Adaptation	\$19,920
CFS Renovate Rm 222 \$15,180	B - Budgeted	FA - Facility Adaptation	\$6,005
Estill 331 Renovation	B - Budgeted	FA - Facility Adaptation	\$66,427
HATCH Add HVAC to Computer lab 130 \$22,964	B - Budgeted	FA - Facility Adaptation	\$18,628
HATCH Renovation for Collections \$334,802	B - Budgeted	FA - Facility Adaptation	\$334,802
LDB Bridge Repair \$436,800 FA=60%=\$262,080/DM=40%=\$174,720	B - Budgeted	FA - Facility Adaptation	\$245,656
TEC Data Closet rebuild \$73,016	B - Budgeted	FA - Facility Adaptation	\$73,015
TEC Elevator Renovation (oil cooler & heater?) \$23,500	B - Budgeted	FA - Facility Adaptation	\$6,085
TEC Level 2 Remodel \$150,000	B - Budgeted	FA - Facility Adaptation	\$6,591
TEC Renovate rm 313 \$9,901	B - Budgeted	FA - Facility Adaptation	\$2,956
ABIII Replace the AHU(s) and the FCU(s) PHASE 1/3 FA 70%/DM 30% 1st flr only	B - Budgeted	FA - Facility Adaptation	\$374,500
EPLT Replace Domestic Water Pipe - HDPE	B - Budgeted	FA - Facility Adaptation	\$150,000
ABIII Install Mold Prevention Equip.	B - Budgeted	FA - Facility Adaptation	\$11,254
ART C - Art Cmplx Renov - Art C shop exhaust (& Art A fume exhaust)	B - Budgeted	FA - Facility Adaptation	\$4,055
Campus ADA Improvements 2014	B - Budgeted	FA - Facility Adaptation	\$6,006
Campus ADA Improvements Phase I - sidewalk ramps,door operators, RRs	B - Budgeted	FA - Facility Adaptation	\$4,600
ABI Roof/Penthouse floor drain replace & seal floor \$125K	B - Budgeted	FA - Facility Adaptation	\$100,000
ABIII Rplc 2-wire system PHS 1/3 FA 75%/DM 25% 1st flr only - replace main feeds	B - Budgeted	FA - Facility Adaptation	\$348,750
CJC PHASE 1/4 Replace all the domestic, sanitary and floor drains piping (paper th	B - Budgeted	FA - Facility Adaptation	\$275,000
CJC PHASE 2/4 Replace all the domestic, sanitary and floor drains piping (paper th	B - Budgeted	FA - Facility Adaptation	\$200,000
CJC Switchgear \$350K FA 75%/DM 25%	B - Budgeted	FA - Facility Adaptation	\$87,500
NGL Roof/Penthouse floor drains replace \$125K	B - Budgeted	FA - Facility Adaptation	\$100,000
SHBB (old) Penthouse floor drains & piping \$125K	B - Budgeted	FA - Facility Adaptation	\$100,000
EPLNT Boiler Project 2016 HEAF relocate boilers to bldgs \$1,750,001	B - Budgeted	FA - Facility Adaptation	\$1,747,908
ABIV Replace Fire Alarm Control Panel-EST3 \$50,820	B - Budgeted	FA - Facility Adaptation	\$15,578
Thomason Replace Fire Alarm Control Panel-EST3 \$26,180	B - Budgeted	FA - Facility Adaptation	\$8,025
Abattoir Bldg Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$60,000
ABI Replace windows	P - Projected	FA - Facility Adaptation	\$1,750,000
ABI Install fuel tank for generator	P - Projected	FA - Facility Adaptation	\$300,000
ABI Rework dock - level, add dock & ramp up to existing walkways	P - Projected	FA - Facility Adaptation	\$100,000
ABIII ADA Install exterior door opener - Main Entrance, south side	P - Projected	FA - Facility Adaptation	\$12,000
ABIII I Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$15,000
ABIII Replace windows	P - Projected	FA - Facility Adaptation	\$700,000
ART A New structure	P - Projected	FA - Facility Adaptation	\$75,000
ART A Replace bottom 4' of siding.	P - Projected	FA - Facility Adaptation	\$25,000
ART B Repairs/Renov. - Interior - for new occupants 2016 (after Art dept leaves)	P - Projected	FA - Facility Adaptation	\$100,000
ART B Reroof	P - Projected	FA - Facility Adaptation	\$8,000
ART C Replace bottom 4' of siding.	P - Projected	FA - Facility Adaptation	\$25,000
ART D Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$15,000

Project Name	Period	Category	Amount
ART E Replace bottom 4' of siding.	P - Projected	FA - Facility Adaptation	\$25,000
Auto Shop Expand/Upgrade Bays	P - Projected	FA - Facility Adaptation	\$150,000
CFS dumpster pad relocate away from switchgear	P - Projected	FA - Facility Adaptation	\$50,000
CHSS door at exit to roof	P - Projected	FA - Facility Adaptation	\$5,000
CHSS dumpster pad	P - Projected	FA - Facility Adaptation	\$50,000
CJC PHASE I Replace the window on the east side of the horse-shoe	P - Projected	FA - Facility Adaptation	\$700,000
CJC Replace windows (except east side of horse-shoe)	P - Projected	FA - Facility Adaptation	\$500,000
CJC Replace windows Phase II	P - Projected	FA - Facility Adaptation	\$4,000,000
CJC Replace windows Phase III	P - Projected	FA - Facility Adaptation	\$4,000,000
Counseling Center Re-Key All Doors to Current System	P - Projected	FA - Facility Adaptation	\$3,500
DRC Relocate lighting controls for studios from Mech room or install a partition	P - Projected	FA - Facility Adaptation	\$65,000
DRC Room 316 repurpose room, address acid waste floor drains	P - Projected	FA - Facility Adaptation	\$7,000
EVANS Balance of South bldg. fenestration \$635K ENG \$70K	P - Projected	FA - Facility Adaptation	\$635,000
EVANS Install store front glass- old buildings entrances (not center bldg) \$200K EN	P - Projected	FA - Facility Adaptation	\$200,000
EVANS North bldg. fenestration \$1MIL ENG \$125K	P - Projected	FA - Facility Adaptation	\$1,000,000
EVANS Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$75,000
EVANS S. bldg through-wall flashing	P - Projected	FA - Facility Adaptation	\$120,000
Farrington Renovate First Floor Agriculture Laboratories	P - Projected	FA - Facility Adaptation	\$50,000
Gibbs Ranch Conference Center subfloor struct. repair & floor remedy	P - Projected	FA - Facility Adaptation	\$75,000
GPAC Envelope issue, N.E. stairwell block	P - Projected	FA - Facility Adaptation	\$5,000
Handrails. 17th street and Ave J to Austin Hall decorative aluminum	P - Projected	FA - Facility Adaptation	\$75,000
HKC Classroom Expansion	P - Projected	FA - Facility Adaptation	\$24,500
HKC Re-elevate front concrete - N. ent.	P - Projected	FA - Facility Adaptation	\$4,000
Horticulture Classroom bldg. Demolition	P - Projected	FA - Facility Adaptation	\$125,000
LDB Replace Sky Light with Clerrestory \$1.5 MIL plus \$150K eng FA 90%/DM 10%	P - Projected	FA - Facility Adaptation	\$1,350,000
LDB Rework solid waste pad and dumpster area	P - Projected	FA - Facility Adaptation	\$75,000
Music Install continuous hinges on all interior doors	P - Projected	FA - Facility Adaptation	\$70,000
NGL Construct Second Set of Doors for Energy and Insect Control (Vestibule?)	P - Projected	FA - Facility Adaptation	\$340,000
NGL Fall protection for roof	P - Projected	FA - Facility Adaptation	\$50,000
NGL Replace windows - energy efficient	P - Projected	FA - Facility Adaptation	\$4,000,000
Plant Shops dust collector	P - Projected	FA - Facility Adaptation	\$50,000
Plant Shops overhead crane	P - Projected	FA - Facility Adaptation	\$20,000
Sam South Administration remove out of date signage	P - Projected	FA - Facility Adaptation	\$10,000
SHBB (old) Replace windows	P - Projected	FA - Facility Adaptation	\$150,000
Solid Waste - Rework AG/WASH container pad & load pad	P - Projected	FA - Facility Adaptation	\$30,000
Streets - Solid Waste approaches along University Dr. - Thomason, MLH, Evans, Au	P - Projected	FA - Facility Adaptation	\$300,000
Substation concrete retaining structure repairs	P - Projected	FA - Facility Adaptation	\$30,000
TEC Add 2nd elevator	P - Projected	FA - Facility Adaptation	\$1,250,000
TEC Replace cabin of existing elevator	P - Projected	FA - Facility Adaptation	\$125,000
TEC Replace the windows	P - Projected	FA - Facility Adaptation	\$1,750,000
Thomason Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$50,000
Tractor lab Bldg Replace	P - Projected	FA - Facility Adaptation	\$100,000
UTC Rework SW containment to allow Drive up/front loader	P - Projected	FA - Facility Adaptation	\$20,000
ABI Cross Connect CHW system to EPLT CHW System	P - Projected	FA - Facility Adaptation	\$61,000
ABI Upgrade and replace the BAS system for AB 1	P - Projected	FA - Facility Adaptation	\$75,000
ABIII Replace the AHU(s) and the FCU(s) PHASE 2 - 4 pipe system & DDC controls	P - Projected	FA - Facility Adaptation	\$200,000
ABIII Replace the AHU(s) and the FCU(s) PHASE 3 - 4 pipe system & DDC controls	P - Projected	FA - Facility Adaptation	\$200,000
Ag Mech Tech exhaust system upgrade ask charlie	P - Projected	FA - Facility Adaptation	\$15,000
Ag Mech Tech HVAC upgrade	P - Projected	FA - Facility Adaptation	\$35,000
ART D Modernize the HVAC Controls	P - Projected	FA - Facility Adaptation	\$17,500

Project Name	Period	Category	Amount
Austin Hall Humidity control - Munters unit	P - Projected	FA - Facility Adaptation	\$50,000
CFS exhaust drive motors convert to direct drive	P - Projected	FA - Facility Adaptation	\$75,000
CHSS convert FCU to HW to prevent freeze in penthouse	P - Projected	FA - Facility Adaptation	\$5,000
CHSS Soft Start Exhaust Fans	P - Projected	FA - Facility Adaptation	\$20,000
CJC AHU(s) Renovation PHZ 1/2 \$720,000	P - Projected	FA - Facility Adaptation	\$720,000
CMP PII 1.30 East Plant Expansion;	P - Projected	FA - Facility Adaptation	\$2,000,000
CMP PIII 4.35 Renovation of Existing East Chiller Plant	P - Projected	FA - Facility Adaptation	\$1,385,849
DRC Convert to digital BAS, recommission and rebalance	P - Projected	FA - Facility Adaptation	\$180,000
DRC Install 2 New DOAS Units	P - Projected	FA - Facility Adaptation	\$125,000
EPLT Add redundant DW feed to plant.	P - Projected	FA - Facility Adaptation	\$30,000
EPLT Add valves and piping for temporary chillers	P - Projected	FA - Facility Adaptation	\$75,000
EPLT Condition mechanical space and filter air louvers	P - Projected	FA - Facility Adaptation	\$45,000
EPLT Structural steel modifications for removal of chiller heads and pumps	P - Projected	FA - Facility Adaptation	\$30,000
Estill Replace exhaust fans with direct drive units	P - Projected	FA - Facility Adaptation	\$30,000
EVANS 6 new DOAS Units	P - Projected	FA - Facility Adaptation	\$500,000
EVANS Replace and upgrade CHW Pump at Evans	P - Projected	FA - Facility Adaptation	\$10,000
Gibbs Classroom upgrade ductwork	P - Projected	FA - Facility Adaptation	\$5,000
HKC BMS Upgrade	P - Projected	FA - Facility Adaptation	\$15,000
HKC IAQ Upgrade AHU	P - Projected	FA - Facility Adaptation	\$135,000
HKC IAQ Upgrade AHU Phase II	P - Projected	FA - Facility Adaptation	\$600,000
LDB Add ducted return - whole building	P - Projected	FA - Facility Adaptation	\$500,000
LDB Install Phoenix control valves for fumehoods	P - Projected	FA - Facility Adaptation	\$174,000
LDB Renovate and upgrade the ventilation and exhaust fans to direct drive	P - Projected	FA - Facility Adaptation	\$750,000
LDB Rework lab return ducts and plenums, address make-up air for labs, address h	P - Projected	FA - Facility Adaptation	\$750,000
MLH Install Duct Heaters in Auditor's Office	P - Projected	FA - Facility Adaptation	\$11,200
NGL Replace the BAS with digital system	P - Projected	FA - Facility Adaptation	\$375,000
Plant Shops HVAC upgrad	P - Projected	FA - Facility Adaptation	\$75,000
Sam South Administration TRIES exhaust & fumehoods	P - Projected	FA - Facility Adaptation	\$95,000
SHBB (old) HVAC for the data closet	P - Projected	FA - Facility Adaptation	\$25,000
STAFS Add attic ventilation (fans or vents) - none exists	P - Projected	FA - Facility Adaptation	\$5,000
Univ Storage provide access to package units	P - Projected	FA - Facility Adaptation	\$50,000
UTC convert to digital BAS controls, rebalance and re-commission HVAC	P - Projected	FA - Facility Adaptation	\$250,000
VIS&ALUM UV in HVAC	P - Projected	FA - Facility Adaptation	\$7,500
WPLNT Increase CHW capacity	P - Projected	FA - Facility Adaptation	\$2,000,000
WPLNT Increase size of CHW pumps with new switchgear \$175,000 plus \$15K eng	P - Projected	FA - Facility Adaptation	\$175,000
WPLNT Install valves and switchgear for temporary chillers \$90,000 plus \$9K eng	P - Projected	FA - Facility Adaptation	\$90,000
Abattoir Bldg ADA Remodel restrooms	P - Projected	FA - Facility Adaptation	\$60,000
ABI ADA PHASE I - doors/closers & access	P - Projected	FA - Facility Adaptation	\$250,000
ABI ADA PHASE I - elevator	P - Projected	FA - Facility Adaptation	\$100,000
ABI ADA PHASE I - restrooms	P - Projected	FA - Facility Adaptation	\$85,000
ABI ADA PHASE II	P - Projected	FA - Facility Adaptation	\$100,000
ABI Re-route Irrigation header to Isolate From Domestic Water	P - Projected	FA - Facility Adaptation	\$4,500
ABIII ADA Install elevator	P - Projected	FA - Facility Adaptation	\$300,000
ABIII ADA Renovate Restrooms	P - Projected	FA - Facility Adaptation	\$300,000
ABIII Install ADA locksets & hydraulic door closoers	P - Projected	FA - Facility Adaptation	\$250,000
Adams House ADA locksets	P - Projected	FA - Facility Adaptation	\$10,000
Allen House ADA locksets	P - Projected	FA - Facility Adaptation	\$10,000
ART A ADA locksets/closers	P - Projected	FA - Facility Adaptation	\$8,000
ART B Remedy ADA bathroom, locksets, closers, & other interior access issues	P - Projected	FA - Facility Adaptation	\$100,000
ART B Remedy ADA parking issue	P - Projected	FA - Facility Adaptation	\$100,000

Project Name	Period	Category	Amount
ART C Convert restrooms to ADA compliant	P - Projected	FA - Facility Adaptation	\$9,000
ART C Install ADA locksets/hydraulic closers	P - Projected	FA - Facility Adaptation	\$9,000
ART D Convert restrooms to ADA compliant	P - Projected	FA - Facility Adaptation	\$9,000
ART D Install ADA locksets	P - Projected	FA - Facility Adaptation	\$9,000
ART E ADA locksets	P - Projected	FA - Facility Adaptation	\$6,000
BLS Install ADA locksets & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$12,000
BLS FA needs maintenance - Additional A./V devices	P - Projected	FA - Facility Adaptation	\$7,000
CJC Bring restrooms into ADA compliance	P - Projected	FA - Facility Adaptation	\$600,000
CJC Elevator replacement to bring into ADA compliance	P - Projected	FA - Facility Adaptation	\$650,000
CJC Install ADA compliant door hardware & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$300,000
CJC mech room & boiler code issues \$10,000 plus \$5K eng	P - Projected	FA - Facility Adaptation	\$10,000
Counseling Center ADA bathrooms and bathroom door operators	P - Projected	FA - Facility Adaptation	\$90,000
Counseling Center ADA Lever lock sets/closers	P - Projected	FA - Facility Adaptation	\$12,000
DRC ADA Locksets/closers	P - Projected	FA - Facility Adaptation	\$225,000
DRC Address remedy large holes in fire walls @ FireSmok Dampers	P - Projected	FA - Facility Adaptation	\$10,000
EVANS Install ADA locksets & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$165,000
Farrington Install a BFP/RPZ for building and lateral to the LABS	P - Projected	FA - Facility Adaptation	\$75,000
Farrington NFPA 1ST FLOOR Mech rm - fire wall rating (SFMI) \$10,000	P - Projected	FA - Facility Adaptation	\$100,000
HATCH Add ADA compliant locksets/closers	P - Projected	FA - Facility Adaptation	\$5,938
HKC ADA bathrooms phase I	P - Projected	FA - Facility Adaptation	\$400,000
HKC ADA PHASE II	P - Projected	FA - Facility Adaptation	\$75,000
HKC Address door hardware with ADA levers and operators on bathrooms	P - Projected	FA - Facility Adaptation	\$150,000
HKC Upgrade the panic hardware for double doors	P - Projected	FA - Facility Adaptation	\$25,000
LDB ADA Issues Doors/closers/water fountains \$200K	P - Projected	FA - Facility Adaptation	\$200,000
LDB ADA Issues Restrooms 1/4 \$500K	P - Projected	FA - Facility Adaptation	\$500,000
LDB ADA Issues Restrooms 2/4 \$500K	P - Projected	FA - Facility Adaptation	\$500,000
LDB ADA Issues Restrooms 3/4 \$500K	P - Projected	FA - Facility Adaptation	\$500,000
LDB ADA Issues Restrooms 4/4 \$500K	P - Projected	FA - Facility Adaptation	\$500,000
LDB Install RPZ \$6.5K	P - Projected	FA - Facility Adaptation	\$6,500
MLH Install Door Operators, Lever operated door hardware and ADA Bathrooms	P - Projected	FA - Facility Adaptation	\$200,000
MLH Replace elevator with ADA compliant elevator	P - Projected	FA - Facility Adaptation	\$375,000
Music ADA PHASE I	P - Projected	FA - Facility Adaptation	\$150,000
Music ADA PHASE II ADA Lever lock sets/closers	P - Projected	FA - Facility Adaptation	\$150,000
NGL 2nd Flr Computer Lab - Install Second Door for Egress Route (delayed.possible)	P - Projected	FA - Facility Adaptation	\$60,000
NGL Install ADA locksets & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$200,000
NGL Install vertical intermediate metal @4" max on main staircase handrailing to me	P - Projected	FA - Facility Adaptation	\$500,000
Sam South Admn Mech Room of TRIES Laboratory - boiler code issues	P - Projected	FA - Facility Adaptation	\$10,000
SHBB (old) ADA PHASE I	P - Projected	FA - Facility Adaptation	\$175,000
SHBB (old) ADA PHASE II	P - Projected	FA - Facility Adaptation	\$175,000
SHBB (old) Install ADA locksets & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$250,000
SHBB Renovate exterior steps so they are code compliant	P - Projected	FA - Facility Adaptation	\$17,500
SHBB Rework sprinkler system heads to bring to code compliance	P - Projected	FA - Facility Adaptation	\$150,000
TEC ADA Lever handles/closers on interior doors	P - Projected	FA - Facility Adaptation	\$175,000
TEC ADA restrooms	P - Projected	FA - Facility Adaptation	\$600,000
TEC Arrest/lift ALL entrances NW, W, & E paving & steps	P - Projected	FA - Facility Adaptation	\$25,000
Thomason Install ADA locksets & hydraulic door closers	P - Projected	FA - Facility Adaptation	\$50,000
UTC Replace door hardware with lever hardware, hydraulic door closers	P - Projected	FA - Facility Adaptation	\$125,000
UTC Separate fire main from DW feed to building	P - Projected	FA - Facility Adaptation	\$60,000
Auto Shop Automated Wash Rack	P - Projected	FA - Facility Adaptation	\$40,000
Card Access Campus add 2nd door keycard access to 10 bldgs ??????	P - Projected	FA - Facility Adaptation	\$350,000

Project Name	Period	Category	Amount
Card Access Campus Phase II - adding new bldgs.	P - Projected	FA - Facility Adaptation	\$250,000
Card Access Campus Phase III - adding new bldgs.	P - Projected	FA - Facility Adaptation	\$250,000
Card Access Campus Phase IV - adding new bldgs.	P - Projected	FA - Facility Adaptation	\$250,000
Card Access Select 5 Bldgs. Install 2nd set Double Doors CHSS.GPAC.OMM.UTC.	P - Projected	FA - Facility Adaptation	\$80,000
Card Access Wiring Repair of Original installation by Red Hawk15 bldgs (was listed	P - Projected	FA - Facility Adaptation	\$363,893
EPLT Install card access on exterior doors	P - Projected	FA - Facility Adaptation	\$20,000
Plant Shops card access	P - Projected	FA - Facility Adaptation	\$60,000
Sam South Administration card access	P - Projected	FA - Facility Adaptation	\$60,000
ABI Add a redundant boiler	P - Projected	FA - Facility Adaptation	\$20,000
ABI Ground Loop & Lightning Protection Upgrade	P - Projected	FA - Facility Adaptation	\$175,000
ABI Upgrade and replace the emergency generator (larger capacity)	P - Projected	FA - Facility Adaptation	\$300,000
ABIII Install Lightning suppression & Grounding ring	P - Projected	FA - Facility Adaptation	\$200,000
ABIII Replace two-wire system Phases I I I - replace wiring from Sub-panels to recept	P - Projected	FA - Facility Adaptation	\$450,000
ABIV Lightning suppression & ground ring	P - Projected	FA - Facility Adaptation	\$200,000
ABT Lightning suppression	P - Projected	FA - Facility Adaptation	\$8,000
BKM Elevator upgrade	P - Projected	FA - Facility Adaptation	\$20,000
BKM Install Ground Ring	P - Projected	FA - Facility Adaptation	\$140,000
BKM Lightning suppression	P - Projected	FA - Facility Adaptation	\$60,000
BLS Replac e flourescents w/ LEDs	P - Projected	FA - Facility Adaptation	\$80,000
CJC Lightining suppression & ground ring	P - Projected	FA - Facility Adaptation	\$600,000
CJC PHASE 3/4 Replace all the domestic, sanitary and floor drains piping (paper th	P - Projected	FA - Facility Adaptation	\$250,000
CJC PHASE 4/4 Replace all the domestic, sanitary and floor drains piping (paper th	P - Projected	FA - Facility Adaptation	\$250,000
CJC Replace distribution panels \$350,000 plus \$30K eng	P - Projected	FA - Facility Adaptation	\$350,000
CMP PIII IT 7.10 Vivarium Data/Comm infrastructure	P - Projected	FA - Facility Adaptation	\$184,780
CMP PIII IT 7.20 Gibbs Ranch Complex Data/Comm infrastructure	P - Projected	FA - Facility Adaptation	\$461,950
CMP PIV TC10-01 Performing Arts Center - Upgrade	P - Projected	FA - Facility Adaptation	\$84,942
CMP PIV TC10-02 Crosses 16th @ CJC Horseshoe - Upgrade	P - Projected	FA - Facility Adaptation	\$209,632
CMP PIV TC10-05 CJC Horseshoe - 8" in Poor Cond. - Replace	P - Projected	FA - Facility Adaptation	\$13,981
DRC Ground Loop Installation	P - Projected	FA - Facility Adaptation	\$48,000
DRC Install emergency exit lights ???ck w/ RS	P - Projected	FA - Facility Adaptation	\$35,000
DRC Install upgraded lighting controls	P - Projected	FA - Facility Adaptation	\$75,000
DRC lightning suppression	P - Projected	FA - Facility Adaptation	\$40,000
Electrical - Grounding Loops for Buildings on Campus	P - Projected	FA - Facility Adaptation	\$1,500,000
Electrical Overhead Service to Ag Comlex Relocate to Below Grade	P - Projected	FA - Facility Adaptation	\$250,000
Electrical Underground 13.2 KV Distribution System - in CMP in several different pro	P - Projected	FA - Facility Adaptation	\$2,500,000
Electrical Underground Feed to MLH - from new MH to bldg + s&c/xfmr	P - Projected	FA - Facility Adaptation	\$450,000
Energy Savings Project E&G Buildings Phase IV	P - Projected	FA - Facility Adaptation	\$1,750,000
EPLT Reuse sanitary water for cooling tower makeup w/ AWD system	P - Projected	FA - Facility Adaptation	\$200,000
EPLT Add Switchgear for emergency generator and chiller	P - Projected	FA - Facility Adaptation	\$150,000
EPLT Lightning suppression & ground ring	P - Projected	FA - Facility Adaptation	\$80,000
Estill Install ground ring	P - Projected	FA - Facility Adaptation	\$150,000
Estill Lightning suppression	P - Projected	FA - Facility Adaptation	\$100,000
Farrington Install ground ring	P - Projected	FA - Facility Adaptation	\$140,000
Farrington Replace MCC \$75K FA 80%/DM 20%	P - Projected	FA - Facility Adaptation	\$60,000
Gibbs Classroom lighting upgrade	P - Projected	FA - Facility Adaptation	\$5,000
HKC Increase the size of the emergency generator for shelter	P - Projected	FA - Facility Adaptation	\$250,000
HKC Lightining suppression	P - Projected	FA - Facility Adaptation	\$80,000
LDB Ground Loop and Lightning Protection Upgrade	P - Projected	FA - Facility Adaptation	\$193,440
LDB Install an emergency generator with a ATS for fumehoods only \$350K	P - Projected	FA - Facility Adaptation	\$350,000
LDB replace the MCC \$150K plus \$20K eng FA 80%/DM 20%	P - Projected	FA - Facility Adaptation	\$120,000

Project Name	Period	Category	Amount
LDB Upgrade the elevator mechanical room add cooler \$45K plus \$6K eng	P - Projected	FA - Facility Adaptation	\$45,000
MLH Lightning suppression & ground ring	P - Projected	FA - Facility Adaptation	\$200,000
Music Install a grounding loop around the building	P - Projected	FA - Facility Adaptation	\$50,000
NGL Replace the drains to the Starbucks so they can handle the load \$35K	P - Projected	FA - Facility Adaptation	\$35,000
Observatory classroom lightning suppression	P - Projected	FA - Facility Adaptation	\$3,000
Plumbing @ 17th & J new DW meter & cross connect 10" Main	P - Projected	FA - Facility Adaptation	\$200,000
Plumbing Water Meters Remote Access -all irrigation (all sub meters)	P - Projected	FA - Facility Adaptation	\$15,000
Plumbing @ E.side Music - irrigation feed - no vlave & ACM pipe	P - Projected	FA - Facility Adaptation	\$10,000
SD - Area drains - NGL W. ent @ N. steps	P - Projected	FA - Facility Adaptation	\$10,000
SD - Area drains - S. UTC to ADA ramps	P - Projected	FA - Facility Adaptation	\$8,000
SD - Area drains - Thomason entrance to dock NE.corner	P - Projected	FA - Facility Adaptation	\$8,000
SHBB (new) Install a Ground Loop	P - Projected	FA - Facility Adaptation	\$290,000
SHBB (new) Lightning suppression, new bldg & new auditorium	P - Projected	FA - Facility Adaptation	\$30,000
SHBB (old) Replace the Main Electrical Service, Distrubution panels, & and Install a	P - Projected	FA - Facility Adaptation	\$390,000
STAFS Install Alarm Notification System on older Freezer/Coolers	P - Projected	FA - Facility Adaptation	\$8,000
TEC Add Elevator cooler & heater	P - Projected	FA - Facility Adaptation	\$12,750
TEC Install grounding ring	P - Projected	FA - Facility Adaptation	\$175,000
TEC Remove the emergency generator	P - Projected	FA - Facility Adaptation	\$10,000
THOMASON Install ground ring	P - Projected	FA - Facility Adaptation	\$90,000
UTC Remove the emergency generator	P - Projected	FA - Facility Adaptation	\$10,000
VIS&ALUM Lightning suppression	P - Projected	FA - Facility Adaptation	\$15,000
WPLT Lightning suppression & ground ring	P - Projected	FA - Facility Adaptation	\$225,000
ABI Repair fire damper 1st flr-north RA shaft \$30K plus \$6K eng	P - Projected	FA - Facility Adaptation	\$30,000
ABIII Master Plan - didn't a feasibilty study? Or estimate from WHR already get done	P - Projected	FA - Facility Adaptation	\$70,000
ABIII Replace two-wire system Phases 2 \$450K FA 70%/DM 30% - replace wiring f	P - Projected	FA - Facility Adaptation	\$360,000
Allen House Re-Wire House to Current Code	P - Projected	FA - Facility Adaptation	\$125,000
Campus Fall Protection installation across all mutli-story systems	P - Projected	FA - Facility Adaptation	\$500,000
DRC Address rebalance of HVAC	P - Projected	FA - Facility Adaptation	\$150,000
FA Mass Notif.- w/existing EST3 (9) - \$3.2K / Bldg	P - Projected	FA - Facility Adaptation	\$75,000
FA Mass Notification via EST3 - \$75K / Bldg	P - Projected	FA - Facility Adaptation	\$2,000,000
LDB Install a dead animal and medical waste room (area) for lab	P - Projected	FA - Facility Adaptation	\$500,000
LDB Permanent Ladders on Roofs (Fall Protection) \$24960	P - Projected	FA - Facility Adaptation	\$24,960
Music Install EST3 fire alarm system	P - Projected	FA - Facility Adaptation	\$150,000
Music Rewire the existing building from 2-wire to modern 3-wire	P - Projected	FA - Facility Adaptation	\$250,000
Sidewalk Non-Slip Coating Phase I	P - Projected	FA - Facility Adaptation	\$62,400
DRC 2ND (all) & 3RD (partial) hall recarpet	B - Budgeted	PM - Planned Maint	\$27,820
NGL Replace Munters unit 2nd wheel replacement	B - Budgeted	PM - Planned Maint	\$14,000
AgEng Install air compressor	B - Budgeted	PM - Planned Maint	\$5,868
ART A -Art Cmplx Renov -A/C repl., ext. duct work, exhaust (& Art C shop exhaust)	B - Budgeted	PM - Planned Maint	\$15,320
LED Lighting - gift	B - Budgeted	PM - Planned Maint	\$25,000
BLS Renovate room 104	B - Budgeted	PM - Planned Maint	\$3,078
Repair North Stairwell Glass for Music Building	B - Budgeted	PM - Planned Maint	\$49,358
ABIII Replace roof 26K sqft @ \$16/sqft	P - Projected	PM - Planned Maint	\$420,000
Ag I45 Greenhouse roof panels and structrual repair	P - Projected	PM - Planned Maint	\$100,000
Allen House Replace windows	P - Projected	PM - Planned Maint	\$300,000
Animal Husbandry Bldg Reroof	P - Projected	PM - Planned Maint	\$450,000
Animal Husbandry Bldg Renovate classrooms	P - Projected	PM - Planned Maint	\$350,000
ART C Convert restrooms to ADA compliant	P - Projected	PM - Planned Maint	\$20,000
ART C Install ADA locksets	P - Projected	PM - Planned Maint	\$7,000

Project Name	Period	Category	Amount
Auto Shop Paint/Envelope repairs	P - Projected	PM - Planned Maint	\$15,000
CFS Clean limestone/brick & seal	P - Projected	PM - Planned Maint	\$40,000
CFS Reroof 20K sqft @ \$16/sqft w/ proper equipment curbs.	P - Projected	PM - Planned Maint	\$370,000
CJ1 New roof	P - Projected	PM - Planned Maint	\$5,000
CJ1 Relevel	P - Projected	PM - Planned Maint	\$5,000
CJ2 New roof	P - Projected	PM - Planned Maint	\$5,000
CJ2 Relevel	P - Projected	PM - Planned Maint	\$5,000
CJ3 New roof	P - Projected	PM - Planned Maint	\$5,000
CJ3 Relevel	P - Projected	PM - Planned Maint	\$5,000
CJC Replace the large partition main auditorium	P - Projected	PM - Planned Maint	\$475,000
DRC Repaint the radio tower	P - Projected	PM - Planned Maint	\$15,000
DRC Water proof wall @ tunnel entry (mold issues in mech room - ret.air.plenum)	P - Projected	PM - Planned Maint	\$5,000
Estill Repair windows for clerestory	P - Projected	PM - Planned Maint	\$10,000
Estill Replace roof	P - Projected	PM - Planned Maint	\$300,000
EVANS DEFS install on 8 east columns - south bldg. \$50K ENG \$5K	P - Projected	PM - Planned Maint	\$50,000
Fish Hatchery Residence new roof & envelope	P - Projected	PM - Planned Maint	\$15,000
Gibbs Classroom water drainage	P - Projected	PM - Planned Maint	\$10,000
Gibbs Conference Center Storage envelope repair	P - Projected	PM - Planned Maint	\$10,000
Gibbs Ranch Conference Center parking & driveway replacement	P - Projected	PM - Planned Maint	\$60,000
Gibbs Ranch Conference Center siding replacement	P - Projected	PM - Planned Maint	\$50,000
HKC Court Floor Refurbishment	P - Projected	PM - Planned Maint	\$30,000
LDB Replace ceiling grid and tile throughout building 1/2 \$440K	P - Projected	PM - Planned Maint	\$440,000
LDB Replace ceiling grid and tile throughout building 2/2 \$440K	P - Projected	PM - Planned Maint	\$440,000
MLH Replace the VCT tiles on 1st and 3rd floor	P - Projected	PM - Planned Maint	\$65,000
Music - Remedy standing water at N.E. 2nd flr exit door.	P - Projected	PM - Planned Maint	\$6,000
NGL Concrete on the West Side needs to be re-done to keep water from entering lo	P - Projected	PM - Planned Maint	\$200,000
NGL Roof Replacement	P - Projected	PM - Planned Maint	\$700,000
Observatory - repair & repaint	P - Projected	PM - Planned Maint	\$5,000
Observatory 2 repaint	P - Projected	PM - Planned Maint	\$1,700
Observatory 3 repaint	P - Projected	PM - Planned Maint	\$1,700
Observatory 4 repaint	P - Projected	PM - Planned Maint	\$1,700
Plant Shops Repaint/Envelope repair	P - Projected	PM - Planned Maint	\$40,000
Pressure Wash E&G Buildings 90K	P - Projected	PM - Planned Maint	\$90,000
Sam South Administration Repaint/Envelope repair	P - Projected	PM - Planned Maint	\$30,000
SHBB (new) Replace roof new classroom & auditorium 19K sqft @ \$16/sqft	P - Projected	PM - Planned Maint	\$334,000
TEC Re-engineer and replace 2nd floor main entrance skylight	P - Projected	PM - Planned Maint	\$400,000
TEC Replace the exterior mechanical doors	P - Projected	PM - Planned Maint	\$15,000
TEC Waterproof southwest corner and french drain repair	P - Projected	PM - Planned Maint	\$425,000
UTC Reroof lobby flat roof - use single ply	P - Projected	PM - Planned Maint	\$100,000
Vehicle Maint. Repaint/Envelope repair	P - Projected	PM - Planned Maint	\$10,000
VIS&ALUM leak in east concrete wall	P - Projected	PM - Planned Maint	\$7,500
WPLNT Split Face Retaining Wall Repair and Replace and Widen Sidewalk	P - Projected	PM - Planned Maint	\$50,000
WPLT Resurface parking	P - Projected	PM - Planned Maint	\$55,000
ABI Clean Supply / Return Duct \$125K	P - Projected	PM - Planned Maint	\$125,000
Adams House Replace new A/C	P - Projected	PM - Planned Maint	\$75,000
Ag I45 Greenhouse heaters replace	P - Projected	PM - Planned Maint	\$15,000
Allen House Replace new A/C	P - Projected	PM - Planned Maint	\$75,000
Animal Husbandry Bldg replace hvac	P - Projected	PM - Planned Maint	\$25,000
ART B A/C replace	P - Projected	PM - Planned Maint	\$30,000
ART E Replace HVAC	P - Projected	PM - Planned Maint	\$40,000

Project Name	Period	Category	Amount
BKM Duct Cleaning	P - Projected	PM - Planned Maint	\$150,000
CFS recertify air balance of Phoenix valve system & controls	P - Projected	PM - Planned Maint	\$75,000
CJ1 A/C new	P - Projected	PM - Planned Maint	\$15,000
CJ2 A/C new	P - Projected	PM - Planned Maint	\$15,000
CJ3 A/C new	P - Projected	PM - Planned Maint	\$15,000
CJC AHU(s) Renovation PHZ 2/2 \$720,000	P - Projected	PM - Planned Maint	\$720,000
CJC HVAC PHZ 3 Replace the mixing boxes and re-heats	P - Projected	PM - Planned Maint	\$1,250,000
CJC HVAC PHZ 4 Replace Fan Coil Units Phase II	P - Projected	PM - Planned Maint	\$100,000
CJC Re-commission building	P - Projected	PM - Planned Maint	\$75,000
EPLT Reinsulate CHW piping, add DENSO wrap to cooling tower pipes and conduits	P - Projected	PM - Planned Maint	\$125,000
EPLT Re-insulate CHW pumps with removable insulation boxes	P - Projected	PM - Planned Maint	\$35,000
EPLT Renovate CHW and HW Distrib. Piping System Phase I HDPE/CHW	P - Projected	PM - Planned Maint	\$800,000
EPLT Renovate CHW and HW Distrib. Piping System Phase II HDPE/CHW	P - Projected	PM - Planned Maint	\$3,000,000
EPLT Repair the cooling tower sumps and balancing valves	P - Projected	PM - Planned Maint	\$125,000
EPLT Repair/reline basin & sumps	P - Projected	PM - Planned Maint	\$325,000
EPLT Replace CHW pumps with identical pumps with similar pump curves	P - Projected	PM - Planned Maint	\$75,000
EPLT Replace Condense Water Pumps 1,2,3,4	P - Projected	PM - Planned Maint	\$125,000
EPLT Replace fill and mist eliminators for cooling towers	P - Projected	PM - Planned Maint	\$475,000
EPLT Replace Gearbox/Fan/Pad on Tower 1 - cells 1,2,3,4	P - Projected	PM - Planned Maint	\$100,000
EPLT Replace makeup valves, drains, stilling wells, & overflows	P - Projected	PM - Planned Maint	\$75,000
EPLT VFD for Pumps/ Fans	P - Projected	PM - Planned Maint	\$200,000
EPLT Vortice nd Filter Renovation	P - Projected	PM - Planned Maint	\$20,000
ESTILL AHU Renovation and Rebuild	P - Projected	PM - Planned Maint	\$350,000
ESTILL HW Pump Replacement	P - Projected	PM - Planned Maint	\$14,000
Estill Replace the HW heat exchanger and re-pipe pump	P - Projected	PM - Planned Maint	\$10,000
EVANS Upgrade and replace the large exhaust fans - exhausts center bldg.	P - Projected	PM - Planned Maint	\$50,000
Farrington Replace (2) Lower Units O/A HU	P - Projected	PM - Planned Maint	\$75,000
Fish Hatchery Residence A/C replace	P - Projected	PM - Planned Maint	\$10,000
Gibbs Ranch Conference Center A/C replacement	P - Projected	PM - Planned Maint	\$15,000
GPAC F/S damper controls	P - Projected	PM - Planned Maint	\$25,000
HKC AHU Refurbishment	P - Projected	PM - Planned Maint	\$1,200,000
HKC Repipe the main header valve	P - Projected	PM - Planned Maint	\$15,000
HKC RSF DOAS Renovation	P - Projected	PM - Planned Maint	\$100,000
Ind Tech replace A/C	P - Projected	PM - Planned Maint	\$20,000
LDB Address mech room ventilation issues	P - Projected	PM - Planned Maint	\$80,000
LDB Re-commission and re-balance HVAC system	P - Projected	PM - Planned Maint	\$125,000
LDB Renovate the AHU(s) for building	P - Projected	PM - Planned Maint	\$500,000
LDB Replace the CHW and HW pumps	P - Projected	PM - Planned Maint	\$50,000
Sam South Admn Mech Room of TRIES Laboratory - boiler replacement	P - Projected	PM - Planned Maint	\$25,634
TEC Re-commission and re-balance	P - Projected	PM - Planned Maint	\$75,000
TEC Replace the AHU(s) and the FCU(s) for the building	P - Projected	PM - Planned Maint	\$325,000
Thomason Chilled Water Pump Replacement	P - Projected	PM - Planned Maint	\$5,000
Thomason CWS/R underslab - after abate - install new HDPE	P - Projected	PM - Planned Maint	\$225,000
Thomason Rebuild the 3 AHU(s) that service the building	P - Projected	PM - Planned Maint	\$300,000
Thomason Rework the CHW & HW Distribution pipe at Thomason Bldg.	P - Projected	PM - Planned Maint	\$75,000
UTC AHU & CHW Pump Renovation/Replacement	P - Projected	PM - Planned Maint	\$750,000
UTC replace the CHW and HW pumps	P - Projected	PM - Planned Maint	\$25,000
WPLNT Cooling Tower Blowdown to Museum Pond (TCEQ Discharge Permit)	P - Projected	PM - Planned Maint	\$50,000
WPLNT Renovate Vortec-Sand filter	P - Projected	PM - Planned Maint	\$40,000
WPLNT Replace Condenser Water Pumps \$80,000 plus \$7.5K eng	P - Projected	PM - Planned Maint	\$80,000

Project Name	Period	Category	Amount
WPLNT Replace Cooling Tower gear box and fans \$65,000	P - Projected	PM - Planned Maint	\$65,000
WPLNT Re-place old chillers with new high-efficiency chillers	P - Projected	PM - Planned Maint	\$1,750,000
WPLNT Replace the Cooling Tower \$750,000	P - Projected	PM - Planned Maint	\$750,000
WPLT Condition Mechanical Space and recommission HVAC in plant	P - Projected	PM - Planned Maint	\$120,000
WPLT Repair/reline basin & sumps \$275,000 plus \$30K eng	P - Projected	PM - Planned Maint	\$275,000
WPLT Replace makeup valves, drains, stilling wells, & overflows \$75,000	P - Projected	PM - Planned Maint	\$75,000
ABI Remove ACM	P - Projected	PM - Planned Maint	\$150,000
ABIII abate & remove decomissioned boiler	P - Projected	PM - Planned Maint	\$75,000
Adams House Replace abate (mech rms?)	P - Projected	PM - Planned Maint	\$125,000
Allen House Replace abate (mech rms?)	P - Projected	PM - Planned Maint	\$125,000
Animal Husbandry Bldg Abate floors/walls	P - Projected	PM - Planned Maint	\$100,000
ART B Abatement	P - Projected	PM - Planned Maint	\$30,000
CJ1 Abate	P - Projected	PM - Planned Maint	\$10,000
CJ2 Abate	P - Projected	PM - Planned Maint	\$10,000
CJ3 Abate	P - Projected	PM - Planned Maint	\$10,000
CJC Asbestos abatement for entire building	P - Projected	PM - Planned Maint	\$1,500,000
CMP PI 1.02 Campus Wide Arc Fault & Coordination Study (5 TOTAL bldgs have c	P - Projected	PM - Planned Maint	\$450,000
SHBB Remove ACM From offices and classrooms Phase I	P - Projected	PM - Planned Maint	\$675,000
SHBB Remove ACM From offices and classrooms Phase II	P - Projected	PM - Planned Maint	\$675,000
SHBB Remove ACM From offices and classrooms Phase III	P - Projected	PM - Planned Maint	\$675,000
SHBB Remove ACM From offices and classrooms Phase IV	P - Projected	PM - Planned Maint	\$675,000
SHBB Remove ACM from Penthouse	P - Projected	PM - Planned Maint	\$175,000
Thomason Abate ACM - including CWS/R tunnel under 1st flr slab.	P - Projected	PM - Planned Maint	\$225,000
UTC ACM abatement offices, classrooms and theaters	P - Projected	PM - Planned Maint	\$275,000
UTC Replace the main curtain on stage as it contains ACM	P - Projected	PM - Planned Maint	\$75,000
Abattoir Bldg cooler/freezer/smoker/hot water replacement	P - Projected	PM - Planned Maint	\$120,000
ABI Replace MCC and Electrical Distribution Panels for AB 1	P - Projected	PM - Planned Maint	\$325,000
BLS Replace main service & distribution panels	P - Projected	PM - Planned Maint	\$10,000
CEC Rework switchgear/breakers	P - Projected	PM - Planned Maint	\$300,000
CJ1 New plumbing	P - Projected	PM - Planned Maint	\$7,000
CJ1 Rewire	P - Projected	PM - Planned Maint	\$10,000
CJ2 New plumbing	P - Projected	PM - Planned Maint	\$7,000
CJ2 Rewire	P - Projected	PM - Planned Maint	\$10,000
CJ3 New plumbing	P - Projected	PM - Planned Maint	\$7,000
CJ3 Rewire	P - Projected	PM - Planned Maint	\$10,000
CJC Demo cooling tower	P - Projected	PM - Planned Maint	\$500,000
CJC Replace the emergency generator	P - Projected	PM - Planned Maint	\$350,000
EPLT Replace 13.2kv to 480v xfmsr (2)	P - Projected	PM - Planned Maint	\$450,000
Estill Replace and relocate H.Voltage XFMR and re-run 480 VAC feed change @ 13	P - Projected	PM - Planned Maint	\$875,000
Gibbs Classroom aerobic system	P - Projected	PM - Planned Maint	\$10,000
Gibbs Conference Center Storage electrical service	P - Projected	PM - Planned Maint	\$3,000
Gibbs Ranch Conference Aerobic system	P - Projected	PM - Planned Maint	\$10,000
HKC Remove Hot Water Storage Tank - As old as building	P - Projected	PM - Planned Maint	\$20,000
HKC Replace the DW hot water boilers for building	P - Projected	PM - Planned Maint	\$100,000
Infrastructure Repairs FY 2016	P - Projected	PM - Planned Maint	\$1,100,000
LDB Address acid waste drains and recoat neutralization pit	P - Projected	PM - Planned Maint	\$175,000
MLH Replace 208 Sw.Gear and MCC Enlargement	P - Projected	PM - Planned Maint	\$75,000
MLH Replace a sump pump to keep water out of SW/Gear already done???	P - Projected	PM - Planned Maint	\$10,000
Music Renovate the elevator mechanical room	P - Projected	PM - Planned Maint	\$85,000
Music Replace MCC Sw/gear and electrical meters	P - Projected	PM - Planned Maint	\$200,000

Project Name	Period	Category	Amount
NGL Replace the switchgear and MCC, replace Distrubution panels	P - Projected	PM - Planned Maint	\$475,000
Plant Shops compressor	P - Projected	PM - Planned Maint	\$15,000
SHBB (old) Replace the emergency generator	P - Projected	PM - Planned Maint	\$150,000
TEC Replace Switchgear/MCC	P - Projected	PM - Planned Maint	\$300,000
UTC Breakers and Panels	P - Projected	PM - Planned Maint	\$150,000
UTC Replace sanitation piping	P - Projected	PM - Planned Maint	\$15,000
UTC Transformers Replacement	P - Projected	PM - Planned Maint	\$125,000
WPLT Add redundant DW feed to plant	P - Projected	PM - Planned Maint	\$30,000
WPLT Replace Switchgear, MCC and XFMR dual voltage? \$275,000 plus \$30K e	P - Projected	PM - Planned Maint	\$275,000
ABIV Ext. Stairs settled 1" @ east corner auditorium.	P - Projected	PM - Planned Maint	\$10,000
Adams House Replace Old Wiring	P - Projected	PM - Planned Maint	\$120,000
Campus Hand Rail Replacement	P - Projected	PM - Planned Maint	\$200,000
Gibbs Ranch Conference Center electrical system replace/rewire	P - Projected	PM - Planned Maint	\$80,000
LDB Fumehoods -add man.dampers, test,cert. hoods, move pitot tubes. Fix sashes	P - Projected	PM - Planned Maint	\$54,000
UTC Close the Smoke Ventilation Vents	P - Projected	PM - Planned Maint	\$231,000
UTC Renovate the Fire Safety System - Fire Alarms	P - Projected	PM - Planned Maint	\$25,000
Total			\$ 121,750,441
Total w/o facility adaptation			\$ 49,403,839
Campus Condition Index Calculation			
EGCCIV	\$480,416,528	EGCCI	25.34%
IWCCIV	1,349,310,135	IWCCI	9.02%
IWCCIV (25% of institution GSF per THECB)	\$274,667,160		
DM TO CCIV	6.65%		
DM TO CCIV (25% of institution GSF per THECB)	16.12%		
DM TO CCIV** (25% of institution GSF per THECB less fac.adapt.)	6.54%		

Campus Condition Index by Institution (excludes auxillary facilities)

2016



Sul Ross State University			
Project Name	Period	Category	Amount
Lawrence Hall Fire Alarm	Budgeted	Deferred	\$75,000.00
Ferguson Hall Fire Alarm	Budgeted	Deferred	\$65,000.00
Central Heating & Cooling Plant Electrical Upgrades	Budgeted	Deferred	\$110,000.00
Briscoe Administration Building Electrical Upgrades	Budgeted	Deferred	\$120,000.00
Multi-Purpose Gallego Center Fire Alarm	Budgeted	Deferred	\$140,000.00
Morelock Academic Building Electrical Upgrades	Budgeted	Deferred	\$140,000.00
Fire Arts Building Electrical Upgrades	Budgeted	Deferred	\$120,000.00
Physical Plant Maint & SVCS Complex Electrical Upgrades	Budgeted	Deferred	\$110,000.00
Graves-Pierce Complex Fire Alarm	Budgeted	Deferred	\$76,000.00
Wildenthal Library Fire Alarm	Budgeted	Deferred	\$90,000.00
Industrial Technology Roof	Projected	Deferred	\$126,000.00
Industrial Technology Electrical Upgrades	Budgeted	Deferred	\$90,000.00
Jackson Womens Restroom	Unbudgeted	Deferred	\$30,000.00
Kokernot Lodge Roof	Budgeted	Deferred	\$44,000.00
Graves-Pierce Pool	Unbudgeted	Deferred	\$250,000.00
Physical Plant Operations Complex Painting	Projected	Deferred	\$110,000.00
Morelock Academic Building Abatement	Budgeted	Deferred	\$150,000.00
Campus Parking Lot Sealing	Unbudgeted	Deferred	\$70,000.00
Campus Parking Lot Repave	Unbudgeted	Deferred	\$80,000.00
Graves-Pierce Complex Controls	Unbudgeted	Deferred	\$110,000.00
Total			\$2,106,000.00
Total w/o facility adaptation			\$2,106,000.00
Campus Condition Index Calculation			
EGCCIV	\$110,007,851	EGCCI	1.91%
IWCCIV	366,741,726	IWCCI	0.57%
IWCCIV (25% of GSF)	\$73,348,335		
DM TO CCIV	0.44%		
DM TO CCIV (25% of institution GSF per THECB)	1.15%		
DM TO CCIV (25% of institution GSF per THECB less fac.adapt.)	1.15%		

Campus Condition Index by Institution (excludes auxillary facilities)

2016



Texas State University			
Project Name	Period	Category	Amount
Agriculture, Renovation 301,302 &225B	Budgeted	Facility Adapt	97,226
Agriculture, Renovation 201&203	Budgeted	Facility Adapt	160,000
Alkek, Teaching Theatre Renovations	Budgeted	Facility Adapt	910,000
ASB North, Renovation 353	Budgeted	Facility Adapt	28,000
Derrick Hall, Renovation 230	Budgeted	Facility Adapt	32,000
Derrick Hall, Mezzanine Renovation	Budgeted	Facility Adapt	450,000
Derrick Hall, Renovation 239	Budgeted	Facility Adapt	32,000
Derrick Hall, Renovation 329	Budgeted	Facility Adapt	72,000
Derrick Hall, Renovation 384	Budgeted	Facility Adapt	41,000
Derrick Hall, Renovation 113	Budgeted	Facility Adapt	85,000
Music Building, Renovation 123	Budgeted	Facility Adapt	35,000
Music Building, Renovation 221	Budgeted	Facility Adapt	35,000
Flowers Hall, Renovation 256	Budgeted	Facility Adapt	25,000
Flowers Hall, Renovation 228	Budgeted	Facility Adapt	25,000
Evans Liberal Arts, Renovations 142, 144, 145	Budgeted	Facility Adapt	53,500
Evans Liberal Arts, Office Renovation 222	Budgeted	Facility Adapt	127,000
Flowers Hall, Classroom Renovation 254	Budgeted	Facility Adapt	25,000
Chemistry, Renovation 100	Budgeted	Facility Adapt	130,000
Theatre Building, Renovation 113	Budgeted	Facility Adapt	30,000
Theatre Building, Renovation 216	Budgeted	Facility Adapt	130,000
Family Consumer Science, Renovation 132	Budgeted	Facility Adapt	125,000
Freeman aquatic Biology, Renovation 220 & 208	Budgeted	Facility Adapt	123,000
Chemistry, Renovation Rms. 123,124 & 306	Budgeted	Facility Adapt	36,580
Centennial, Renovation Rm 407	Budgeted	Facility Adapt	18,775
Old Main, Renovation Rm 320	Budgeted	Facility Adapt	80,000
JCK, Human Relations Office Renovation	Budgeted	Facility Adapt	51,800
Centennial, Reno Rms 201,340H,346, 346A,346B & 409	Budgeted	Facility Adapt	78,028
RF Mitte, Ingram School of Engineering Suite Renovation	Budgeted	Facility Adapt	535,000
RF Mitte, Renovation 1211	Budgeted	Facility Adapt	36,000
RF Mitte, Cylinder Storage Replacement	Budgeted	Facility Adapt	300,000
Pecos Building, Replace HVAC	Projected	Deferred	60,000
Alkek, Repair Basement Leaks	Projected	Deferred	420,000
Alkek, Replace water piping	Projected	Deferred	250,000
Aqua Sports, Repair Roof	Budgeted	Deferred	50,000
ASB North, Roof Replacement	Budgeted	Deferred	250,000
ASB South, Replace AHUs and upgrade controls	Budgeted	Deferred	600,000
ASB South, Roof Replacement	Budgeted	Deferred	75,000
Campus, Fire Damper Repairs (32 Buildings)	Projected	Planned	1,200,000
Campus, Convert Elevators to VOIP (56 Buildings)	Budgeted	Deferred	65,000
Campus, Mass Notifications in Elevators (56 Buildings)	Budgeted	Deferred	125,000
Centennial, Fire Alarm & Sprinkler upgrades	Budgeted	Planned	350,000
Centennial, Lab Cabinet Renovations	Budgeted	Deferred	400,000
Centennial, Lab Hood Renovations	Budgeted	Deferred	925,000
Chemistry, Lab Cabinet Renovations	Budgeted	Deferred	400,000
Chemistry, Lab Countertop Replacement	Budgeted	Deferred	695,000
Child Development Center, Upgrade HVAC	Budgeted	Deferred	150,000
Commons Testing Center, Repairs	Budgeted	Deferred	135,000
Derrick Hall, Elevator	Budgeted	Deferred	120,000
ASB North, Repair East Stairs	Budgeted	Deferred	85,000

Project Name	Period	Category	Amount
Derrick Hall, HVAC Upgrade Phase 2	Budgeted	Deferred	400,000
Education, Upgrade Elevator	Budgeted	Deferred	45,000
Family and Consumer Sci, Electrical Upgrade	Budgeted	Deferred	35,000
Flowers Hall, Elevator Upgrade	Budgeted	Deferred	125,000
Flowers Hall, Electrical Upgrade	Budgeted	Deferred	42,000
Flowers, Upgrade HVAC and Controls	Budgeted	Deferred	400,000
Flowers, Fire Alarm & Sprinkler upgrades	Budgeted	Deferred	375,000
Freeman Aquatic Biology, creek and foundation stabilization	Projected	Planned	850,000
Freeman Aquatic, Upgrade HVAC	Budgeted	Deferred	500,000
Health Professions, Repair Roof	Budgeted	Deferred	200,000
Health Professions, Upgrade Elevator 1	Budgeted	Deferred	125,000
Health Professions, Upgrade Elevator 2	Budgeted	Deferred	125,000
Health Professions, Upgrade Elevator 3	Budgeted	Deferred	125,000
Houses, Replace Roofs	Budgeted	Deferred	400,000
Physical Plant Admin, Roof Repair	Budgeted	Planned	400,000
JCK, Renovate/Upgrade HVAC and controls Phase I	Budgeted	Deferred	1,050,000
JCK, Renovate/Upgrade HVAC and controls Phase II	Budgeted	Deferred	700,000
JCK, Renovate/Upgrade HVAC and controls Phase III	Budgeted	Deferred	1,000,000
JCK, Replace metal @ penthouse roof/fence	Budgeted	Deferred	125,000
JCK, Water Proof/Deck Repairs 3rd Floor Bridge ph I	Projected	Planned	350,000
Jowers, Electrical Upgrade	Projected	Deferred	450,000
Evans Liberal Arts, Roof Repair	Budgeted	Deferred	780,000
Lampasas, Repairs/Mold Remediation	Budgeted	Deferred	61,000
LBJSC, Fire Alarm & Sprinkler upgrades (E&G Share)	Projected	Deferred	150,000
MCSB, Rpl A/C Systems for 2nd, 3rd, and 4th floors	Budgeted	Deferred	450,000
MCSB, Upgrade Elevator	Budgeted	Deferred	120,000
Music, Double Duct VAV Upgrade	Budgeted	Deferred	500,000
Music, Upgrade DDC controls and HVAC system	Budgeted	Deferred	350,000
Music, Roof Repairs	Budgeted	Deferred	400,000
Taylor Murphy, Elevator Upgrade	Budgeted	Deferred	45,000
Nueces, Upgrade Elevator 1	Budgeted	Deferred	130,000
Nueces, Upgrade Elevator 2	Budgeted	Deferred	130,000
Physical Plant Admin, Foundation Stabilization	Projected	Planned	2,500,000
Power Plant, Roof Coating	Budgeted	Deferred	400,000
R.F. Mitte, Repair fountain feature	Projected	Deferred	50,000
Science Greenhouse, Repair Roof	Budgeted	Deferred	100,000
Old Main, Structural Repairs Phase I	Budgeted	Deferred	185,000
Old Main, Structural Repairs Phase II	Projected	Planned	500,000
Supple Science, Lab Cabinet Renovations	Budgeted	Deferred	400,000
Taylor Murphy, Foundation Stabilization Phase I	Budgeted	Deferred	175,000
Taylor Murphy, Foundation Stabilization Phase II	Projected	Planned	800,000
Tennis Center, Repair Roof	Budgeted	Deferred	50,000
Theater Center, HVAC/Controls Upgrade Phase I	Budgeted	Deferred	1,000,000
Theater Center, HVAC/Controls Upgrade Phase II	Budgeted	Deferred	750,000
Theatre, Repair Roof	Projected	Deferred	400,000
Uni Press/West Warehouse, Roof Repair	Budgeted	Deferred	200,000
E&G Total			28,709,909
Infrastructure Projects			
Controls Upgrades at Thermal Plant 2016	Budgeted	Deferred	445,000
Control/Monitoring System Replacement/Improvement 2017	Budgeted	Deferred	100,000
Control/Monitoring System Replacement/Improvement 2018	Projected	Deferred	200,000
Control/Monitoring System Replacement/Improvement 2019	Projected	Deferred	200,000
Control/Monitoring System Replacement/Improvement 2020	Projected	Deferred	200,000
Potable Water/Fire Lines 2016	Budgeted	Deferred	860,000

Project Name	Period	Category	Amount
Potable Water/Fire Lines Replacement/Improvement 2018	Projected	Deferred	500,000
Potable Water/Fire Lines Replacement/Improvement 2020	Projected	Deferred	500,000
Storm Water Dist Upgrade 2015 Phase I	Budgeted	Deferred	400,000
Storm Water Dist Upgrade 2016 Phase II	Budgeted	Deferred	630,000
Storm Water Dist Upgrade 2017 Phase III	Budgeted	Deferred	650,000
Storm Water Dist Upgrade 2018 Phase IV	Projected	Deferred	600,000
Storm Water Dist Repair/Improvement 2019	Projected	Deferred	300,000
Storm Water Dist Repair/Improvement 2020	Projected	Deferred	300,000
Replace Emergency Generators Phase I	Budgeted	Deferred	400,000
Replace Emergency Generators Phase II	Budgeted	Deferred	200,000
Standby Generators Replace/Improvement 2017	Budgeted	Deferred	200,000
Standby Generators Replace/Improvement 2018	Projected	Deferred	300,000
Standby Generators Replace/Improvement 2019	Projected	Deferred	300,000
Standby Generators Replace/Improvement 2020	Projected	Deferred	300,000
Chill Water Dist Upgrades 2015 Phase I	Budgeted	Deferred	456,000
Chill Water Dist Upgrades 2016 Phase II	Budgeted	Deferred	500,000
Chill Water Dist Upgrades 2017 Phase III	Projected	Deferred	500,000
Chilled Water Dist Replacement/Improvement 2018	Projected	Deferred	500,000
Chilled Water Dist Replacement/Improvement 2019	Projected	Deferred	500,000
Chilled Water Dist Replacement/Improvement 2020	Projected	Deferred	500,000
Steam Distribution Upgrade 2016	Budgeted	Deferred	900,000
Steam Distribution Upgrade 2017	Projected	Planned	900,000
Steam Distribution Upgrade 2018	Projected	Planned	900,000
Steam Distribution Replacement/Improvement 2019	Projected	Deferred	500,000
Steam Distribution Replacement/Improvement 2020	Projected	Deferred	500,000
Parking Lot Seal Coat/Resurfacing 2017	Projected	Planned	40,000
Parking Lot Seal Coat/Drainage 2017	Projected	Planned	130,000
Infrastructure Total			14,411,000
Total			\$43,120,909
Total without facility adaptation			\$39,214,000
Campus Condition Index Calculation			
EGCCIV	\$789,663,385	EGCCI	1.82%
IWCCIV	2,554,900,902	IWCCI	0.56%
IWCCIV (25% of GSF)	\$513,285,674		
DM TO CCIV	1.29%		
DM TO CCIV (25% of institution GSF per THECB)	3.31%		
DM TO CCIV**	3.01%		

Prioritization/ Summary of Campus Condition Index by Institution (excludes auxillary facilities)

2016



	Priority	Project Name	Period	Category	Type	Basis	Amount
Lamar University	1	Music Building Roof Replacement	Projected	Planned	Other	Approximated	\$267,467.00
	2	Campus Wide Infrastructure Upgrade (Wtr., Sanitary, Elect., Chiller)	Unbudgeted	Deferred	Other	Approximated	\$2,500,002.00
	3	Thomas Maes Building Roof Replacement	Projected	Planned	Other	Approximated	\$515,866.00
	4	Campus Wide Security and Security Fenciing Repairs	Projected	Planned	Other	Approximated	\$347,502.00
	5	Thomas Maes Building HVAC Replacement Renovation	Projected	Planned	Other	Approximated	\$775,557.00
Total							\$4,406,394.00
Lamar Institute of Technology	1	Building Renovation 0829,0778	Budgeted	Planned	Plmbg./Mech	Approximated	\$1,250,000.00
	2	Chiller Installation 0828	Projected	Deferred	HVAC	Approximated	\$750,000.00
	3	Building Renovation 0825	Projected	Deferred	Arch	Inspected	\$11,000.00
	4	Campus Security	Projected	Deferred	Safety	Inspected	\$250,000.00
	5	Energy Management	Budgeted	Planned	HVAC	Approximated	\$78,000.00
Total							\$2,339,000.00
Lamar State College-Orange	1	Academic Center Roof Replacement	Projected	Deferred	Other	Approximated	\$403,375.00
	2	Student Center Roof Replacement	Projected	Deferred	Other	Approximated	\$321,531.00
	3	Wilson Building Roof Replacement	Projected	Deferred	Other	Approximated	\$257,225.00
Total							\$982,131.00
Lamar State College-Port Arthur	1	Replace Chill Water and Piping and Coil	Unbudgeted	Deferred	HVAC	Approximated	\$250,000.00
	2	Replace Chill Water and Piping and Coil	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$204,480.00
	3	Standby Generator	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$56,925.00
	4	Electrical Switchgear Replacement	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$234,300.00
	5	Air Handlers	Unbudgeted	Deferred	Plmbg./Mech	Approximated	\$248,500.00
Total							\$994,205.00
Sam Houston State University	1	EPLT Replace Domestic Water Pipe	Budgeted	Deferred	Plmbg./Mech	Approximated	\$150,000.00
	2	CJC Replace Plumbing Pipe Phase I	Budgeted	Deferred	Plmbg./Mech	Approximated	\$275,000.00
	3	CJC Envelope Repair Phase I	Budgeted	Deferred	Arch	Approximated	\$200,000.00
	4	Replace EPLT Hot Water System with Boilers	Budgeted	Facility Ada	Arch	Inspected	\$1,750,000.00
	5	AB III Upgrade HVAC and ELEC System Phase I	Budgeted	Facility Ada	Arch	Approximated	\$1,000,000.00
Total							\$3,375,000.00
Sul Ross State University	1	Lawrencece Hall Fire Alarm	Budgeted	Planned	Safety	Inspected	\$75,000.00
	2	Briscoe Administration Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$120,000.00
	3	Morelock Academic Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$140,000.00
	4	Fine Arts Building Electrical	Budgeted	Deferred	Plmbg./Mech	Inspected	\$120,000.00
	5	Graves-Pierce Complex Fire Alarm	Budgeted	Deferred	Plmbg./Mech	Inspected	\$76,000.00
Total							\$531,000.00
Texas State University	1	Chemistry, Lab Countertop Replacement	Budgeted	Deferred	Other	Actual	\$695,000.00
	2	Derrick Hall, HVAC Upgrade Phase 2	Budgeted	Deferred	Plmbg./Mech	Actual	\$400,000.00
	3	Evans Liberal Arts, Roof Repair	Budgeted	Deferred	Arch	Actual	\$780,000.00
	4	MCSB, Rpl A/C Systems 2, 3, and 4th floors	Budgeted	Deferred	Plmbg./Mech	Inspected	\$450,000.00
	5	Old Main, Structual Repairs Phase I	Budgeted	Deferred	Arch	Actual	\$185,000.00
Total							\$2,510,000.00
System Total							\$15,137,730.00

Prioritization/ Summary of Campus Condition Index by Institution (excludes auxiliary facilities)

2016



Lamar University Campus Condition Index Calculation					
EGCCIV	\$301,961,419.00		EGCCI	15.94%	
IWCCIV	\$821,753,857.00		IWCCI	5.86%	
IWCCIV (25% of GSF)	\$165,013,935.00				
DM TO CCIV	4.28%				
DM TO CCIV**	10.09%				
Lamar Institute of Technology Campus Condition Index Calculation					
EGCCIV	\$45,673,306.00		EGCCI	5.12%	
IWCCIV	\$65,659,680.00		IWCCI	3.56%	
IWCCIV (25% of GSF)	\$13,381,684.00				
DM TO CCIV	2.10%				
DM TO CCIV**	22.66%				
Lamar State College-Orange Campus Condition Index Calculation					
EGCCIV	\$54,298,869.00		EGCCI	1.81%	
IWCCIV	\$77,160,242.00		IWCCI	1.27%	
IWCCIV (25% of GSF)	\$17,449,386.00				
DM TO CCIV	0.75%				
DM TO CCIV**	24.32%				
Lamar State College-Port Arthur Campus Condition Index Calculation					
EGCCIV	\$53,728,546.00		EGCCI	3.03%	
IWCCIV	\$105,502,834.00		IWCCI	1.54%	
IWCCIV (25% of GSF)	\$21,100,567.00				
DM TO CCIV	1.02%				
DM TO CCIV**	2.10%				
Sam Houston State University Campus Condition Index Calculation					
EGCCIV	\$480,416,528.00		EGCCI	25.34%	
IWCCIV	\$1,349,310,135.00		IWCCI	9.02%	
IWCCIV (25% of GSF)	\$274,667,160.00				
DM TO CCIV	6.65%				
DM TO CCIV**	6.54%				
Sul Ross State University Campus Condition Index Calculation					
EGCCIV	\$110,007,851.00		EGCCI	1.91%	
IWCCIV	\$366,741,726.00		IWCCI	0.57%	
IWCCIV (25% of GSF)	\$73,348,335.00				
DM TO CCIV	0.44%				
DM TO CCIV**	1.15%				
Texas State University Campus Condition Index Calculation					
EGCCIV	\$789,663,385		EGCCI	1.82%	
IWCCIV	\$2,554,900,902		IWCCI	0.56%	
IWCCIV (25% of GSF)	\$513,285,674				
DM TO CCIV	1.29%				
DM TO CCIV**	3.01%				

**Texas State University System
Rules and Regulations**

*Vernon Reaser, Chair
Veronica Edwards
Alan Tinsley*

Action Item

- A. TSUS: Approval of Rules and Regulations on Senate Bill 20 (84th Legislature, 2015)
Relating to State Contracting

TSUS: Approval of Rules and Regulations on *Senate Bill 20 (84th Legislature, 2015)* Relating to State Contracting

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 on Senate Bill 20 (84th Legislature, 2015)* Relating to State Contracting 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, legislatively mandated changes were shared among all constituents system-wide before being considered by the Board's *Rules and Regulations* Committee.

Senate Bill 20 (84th Legislature, 2015) made sweeping and substantive changes to the state *Government and Education Codes*, directly impacting how state agencies, including institutions of higher education, procure goods and services. Perhaps most importantly, the law left intact *Education Code, 51.9335*, which exempts higher education from comptroller oversight of the purchasing and procurement processes.

The law specifically requires Board of Regents and/or System Components to implement policies and procedures in the following areas:

1. Disclosure of potential conflicts of interest by employees or officials engaged in procurement;
2. Prohibition of contracts with a private vendor when a conflict of interest is disclosed;
3. Posting contracts for goods and services on the Component's Internet website;
4. Identification of contracts requiring "enhanced" monitoring and informing the Board of Regents as to the same;
5. Reporting requirements for contracts exceeding \$1 million;
6. Verification of solicitation and purchasing methods for contracts exceeding \$5 million and reporting of the same to the Board of Regents;
7. Component creation of a contract management handbook establishing consistent contracting policies;

8. Outside employment or activities by officials and employees;
9. A risk analysis procedure that assesses risk of fraud, abuse, or waste in the selection of contractors;
10. Risk-based testing of contract administration in the annual audit plan; and,
11. Disclosure of the identity of those who fund sponsored research.

It is important to note two other provisions of SB 20:

- **An institution of higher education that fails to implement and comply with applicable provisions of this law may lose its right to manage its own procurement processes under *Education Code, 51.9335* and be compelled instead to submit to oversight by the comptroller of public accounts.**
- **As to potential conflicts of interest involving employees and state agency governing board members, *SB 20* sets an ownership standard of 1% to disqualify such individuals from considering a contract. In contrast, *Education Code, Section 51.923*, which specifically addresses higher education regents and trustees, has an ownership standard of 10%.**

Attached are proposed rules addressing the following matters:

- A. **The Audit Function.** The law mandates policies and procedures on investigations and audit protocols and reaffirms the existing statute that the audit function must report directly to the Board of Regents. Proposed rules include definition of the system-wide compliance program; inclusion of risk-based testing of contract administration in the annual audit plan; and, non-substantive changes to ensure consistency in referring to the System Director of Audits and Analysis.
- B. **Contract Administration.** The Chancellor is delegated authority to sign certain contracts. Also, procedures are outlined for quarterly reporting to the System Administrative Office Procurement Director, on certain matters involving contracts in excess of \$1 million.
- C. **System *Ethics Code (Rules and Regulations, Chapter VIII)*.** The Board of Regents already has in place a comprehensive *Ethics Code* for Regents and employees. The proposed rules in this area expand and supplement current policy by focusing specifically on employees who are directly engaged in procurement of goods and services; training of procurement personnel; reporting conflicts of interest; and defining the conflicts of interest bar at 1% to conform with *SB 20* or at 10% in accordance with *Education Code, Section 51.923*.

PARAGRAPH 1.8 of CHAPTER III
on PAGE III-6 and
NEW PARAGRAPH 10.5 of CHAPTER
on PAGE III-33

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

1. ITEMS REQUIRING BOARD APPROVAL.

* * *

1.8 The Board delegates to the Chancellor authority to enter into contracts for the design and construction of capital projects with a total project cost under \$4 million and to promulgate policies, and otherwise conduct any and all activities necessary to make each project ready for approval by the Board at the stages listed above. The Chancellor may further delegate his authority to appropriate System office staff and/or to the Component Presidents.

1.81 The Chancellor shall be delegated the responsibility and authority to ~~enter into~~ approve and sign contracts for the design and construction of any capital project with a total project cost of \$1 million or more, provided that the project is included in the CIP approved by the Board.

* * *

10.5 Contract Reporting

10.51 On a quarterly basis, each Component and System Office personnel shall report to the System Office Procurement Director the following information as to any Component or System contract, as the case may be, for goods or services that has a value exceeding \$1 million:

(1) Compliance with financial provisions and delivery schedules under the contract;

(2) Corrective action plans required under the contract and the status of any active corrective action plan; and

(3) Any liquidated damages assessed or collected under the contract.

10.52 The Component or System Administrative Office, as the case may be, is based on information provided by a contractor, and (2) the delivery time of goods and services scheduled for delivery under the contract.

PARAGRAPH 7 of CHAPTER III
On PAGES III-22 THROUGH III-25

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

* * *

7. THE AUDIT FUNCTION.

7.1 Internal Audits. The Texas State University System (System) internal audit function, rules and policies shall comply with the *International Professional Practices Framework (IPPF Internal Auditing Standards)*, as promulgated by The Institute of Internal Auditors and with the *Texas Government Code, Chapter 2102, the Texas Internal Audit Act*. The Rules and Regulations, as related to the audit function, shall serve as the Texas State University System Internal Audit Charter and the protocols under which the audit function shall operate. The System Director of Audits and Analysis shall develop and maintain internal policies and procedures to comply with the audit function rules.

* * *

7.7 Nature and Scope of Work. The internal audit activity will evaluate and contribute to the improvement of governance, risk management, and control processes, utilizing a systematic and disciplined approach.

* * *

7.73 Fraud Reviews and Internal Investigations of Suspected Defalcation, Misappropriation, and Other Fiscal Irregularities. The Board of Regents has established an Anti-Fraud Policy in *Chapter VIII, Paragraph 1* of these *Rules and Regulations*. The System Director of Audits and Analysis is charged with responsibility for coordinating review and investigative activities as necessary with component Internal Audit Directors, component police departments, the Office of Vice Chancellor and General Counsel, human resources office(s), and appropriate external law enforcement and other oversight agencies. The System Director of Audits and Analysis will make every reasonable and lawful effort to protect the rights and the reputations of those involved in an internal audit review involving allegations of fraud, including the employee/complainant who reports alleged fraud; the individual(s) interviewed during the resultant review; and the individual(s)/entity(ies) against whom the allegations were made. ~~The Director of Audits and Analysis is charged with responsibility for coordinating review activities as necessary with component Internal Audit Directors, component police departments, the Office of Vice Chancellor and General Counsel, human resources office(s), and appropriate external law enforcement and other oversight agencies.~~

Fraud review results are not routinely disclosed or discussed with anyone other than those who have a legitimate need to know. In the event that a

review substantiates fraudulent activities, the System Director of Audits and Analysis or his/her designee will prepare and distribute a report in accordance with *Paragraph 7.93* of this *Chapter*. The System Director of Audits and Analysis will communicate substantiated fraud committed by System employees to the State Auditor's Office in accordance with Texas *Government Code §321.022*.

7.74 **Emergency Appropriations.** In the event a component receives emergency appropriations from the state, the receipt, disbursement, and reporting of such appropriations will be subject to review by the System Director and campus auditor.

7.75 **Systemwide Compliance Program.** The systemwide compliance program is conducted under the auspices of the audit function and is designed to promote and encourage, through objective assessments and other activities, behavior and compliance with applicable policies, laws, and rules governing higher education.

7.8 **Audit Risk Assessment and Audit Plan Development.**

7.81 **Component Audit Risk Assessment and Plans.** On an annual basis, each Component internal audit director shall perform a risk assessment to be used in developing a Component Audit Plan for the subsequent fiscal year. The risk assessment process shall include input from Component management and utilize other procedures as may be necessary and reasonable to ensure that risks unique to the Component are considered and evaluated in the planning process. Component Audit Plans shall be submitted to the System Director of Audits and Analysis for input and approval. Risk-based testing of contract administration shall be included in the annual audit plan. An assessment as to whether the institution has adopted the rules and policies required by *section 51.9337* of the Texas *Education Code* shall be performed annually.

7.82 **System Office Audit Risk Assessment and Plan.** The Director shall solicit input from the Finance and Audit Committee, the Chancellor, and vice chancellors regarding the risk assessment to be used in developing an Audit Plan for the System administration. Risk-based testing of contract administration shall be included in the annual audit plan. An assessment as to whether the institution has adopted the rules and policies required by *section 51.9337* of the Texas *Education Code* shall be performed annually.

Explanation

The substantive changes to the Audit Function *Rules* are mandated by *Senate Bill 20 (84th Legislature, 2015)* which amends portions of the *Education Code* relating to purchasing authority by institutions of higher education. Among other things, *Senate Bill 20* requires Board and management action with regard to policies and procedures on ethics, investigations, and audit protocols and reaffirms existing statute that the audit function must report directly to the Board of Regents. The remaining changes are non-substantive and are predominately to ensure consistency in referring to the title of the System Director of Audits and Analysis.

NEW PARAGRAPHS 10 and 11 of CHAPTER VIII
on PAGE VIII-10

CHAPTER VIII. ETHICS POLICY FOR REGENTS
AND EMPLOYEES OF THE TEXAS STATE UNIVERSITY SYSTEM

10. PROVISIONS RELATED TO EMPLOYEES ENGAGED IN PROCUREMENT OF
GOODS AND SERVICES.

10.1 Expansion of Code of Ethics. This Paragraph 10 expands and supplements the Code of Ethics contained in Paragraphs 1-9 of this Chapter, for Components' officials and employees, including those officials and employees authorized to execute contracts for a Component or to exercise discretion in awarding contracts.

10.2 Adherence to Policies Relating to Procurement. All officials and employees authorized to execute contracts for a Component or to exercise discretion in awarding contracts shall adhere to all System and Component policies, handbooks, guidelines and protocols designed to promote ethical and lawful behavior in the procurement process.

10.3 Disclosure of Conflicts of Interest. Employees and officials involved in procurement or contract management for a Component shall promptly disclose to the Component any potential conflict of interest specified by state law or System or Component policy that is known by the employee or official with respect to any contract with a private vendor or bid for the purchase of goods or services from a private vendor.

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, the Regent has a "substantial interest" in the business entity or vendor, defined as: (1) owning _____ percent of the entity; or (2) receiving his/her gross income from the entity; (3) being an officer or member of the

entity's governing board; or having a relative with the first degree of affinity or consanguinity having such an interest in the entity;

(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 Subsections (1) and (2) within the second degree of affinity or consanguinity.

10.41 An employee or official has a prohibited financial interest in a procurement if the employee or official:

(1) 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.

10.5 Notice to Employees and Officials of Expected Standards of Conduct. Employees and officials, including those engaged in procurement of goods and services, are hereby put on notice that their primary responsibility is to accomplish the duties and responsibilities assigned to the positions they hold. All employees and officials shall comply with the standards of conduct found in these System *Rules and Regulations*.

10.6 Compliance with Law Required. Each official or employee of a Component is expected to obey all federal, state, local laws, and these System *Rules and Regulations* regarding ethics and shall be subject to disciplinary action for violation of those laws, rules and regulations.

10.7 Conflict of Interest Prohibited. Each employee or official of a Component is prohibited from having a direct or indirect financial or other interest; engaging in a business transaction or professional activity; or incurring any obligation that conflicts with the proper discharge of the employee's or official's duties related

to the public interest.

10.8 Conflict of Commitment Prohibited. Each employee or official of a Component is prohibited from participating in activities outside the Component which interfere with the employee's or official's duties and responsibilities to the Component.

10.9 Outside Employment or Activities. Engaging in outside employment or activities, including board service, is not a right or entitlement and may be permitted when, in the sole judgment of the president or his/her designee, the employment or activity does not:

- (1) Interfere with the employee or official's ability to perform his/her public responsibilities and duties because of demands upon the individual's time;
- (2) Impair the employee or official's independence of judgment in fulfilling his/her public responsibilities and duties;
- (3) Reasonably expect or require the employee or official to disclose confidential information acquired in or because of his/her public responsibilities and duties; or
- (4) Reasonably expect or require the employee or official to advance a position or course of action that conflicts with his/her public responsibilities and duties or the best interests of the Component as determined by the president.

An employee or official, desiring to engage in outside employment or activities, shall, through his or her supervisor(s), make a written request to the president in which he/she addresses the above four factors with specificity, providing copies of pertinent documents and such other information as the president may require in order to make a decision.

10.10 Reporting of Conflicts of Interest. As soon as an employee or official discovers or learns that he/she may have a conflict of interest regarding a procurement or contract management, he/she shall:

- (1) Promptly disclose the same to the president through his/her supervisors, providing the specifics of the conflict, including but not limited to, disclosure of the name(s) of the person(s) or entity(ies) involved; the exact nature of the relationship; and such other information or documents as president may require;
- (2) Discontinue work on the procurement or contract management in question and recuse him/herself from involvement in the

same; and

(3) Expect that his/her supervisors will deny physical or electronic access to files and documents related to the procurement.

10.11 Acting as Agent Not Permitted. An official or employee of a Component may not act as an agent for another person in the negotiation of the terms of an agreement relating to the provision of money, services, or property to the Component.

10.12 Use of Component Resources. Component funds, personnel, facilities, property (real or personal) shall not be used for the personal use, benefit, or profit of any individual employee or official or for a third party in whose welfare the employee or official is interested. A more detailed policy governing use of Component resources shall be created.

10.13 Training Required. Training shall be mandated for officers and employees authorized to execute contracts for a Component or to exercise discretion in awarding contracts, including training in ethics, selection of appropriate procurement methods and information resources purchasing technologies.

10.14 The provisions of this Chapter VIII, Paragraphs 4, 8, 9 and 10, shall be included in the policies of all Components; published on their web pages; included in procurement contract manuals; and generally be made known to vendors seeking to provide goods and services.

11. DISCLOSURE OF SPONSORS OF CONTRACTED RESEARCH IN PUBLIC COMMUNICATIONS.

11.1 Disclosure Required. In any public communication the content of which is based on the results of sponsored research, a faculty member or other employee or appointee of a Component who conducted or participated in conducting the research, shall conspicuously disclose the identity of each sponsor of the research.

11.2 Definitions. In this Paragraph:

(1) "Component" refers to a System college, university, or institute that falls within the meaning of "institution of higher education" assigned by Section 61.003 of the Texas Education Code.

(2) "Public communication" means oral or written communication intended for public consumption or distribution, including:

(A) Testimony in a public administrative, legislative,

regulatory, or judicial proceeding

(B) Printed matter including a magazine, journal, newsletter, newspaper, pamphlet, or report; or

(C) Posting of information on a website or similar Internet host for information.

(3) "Sponsor" means an entity that contracts for or provides money or materials for research.

(4) "Sponsored research" means research:

(A) That is conducted under a contract with, or that is conducted under a grant awarded by and pursuant to a written agreement with, an individual or entity other than the Component conducting the research; and

(B) In which payments received or the value of materials received under that contract or grant, or under a combination of more than one such contract or grant, constitutes at least 50 percent of the cost of conducting the research.

**Texas State University System
Information Resources Committee**

*Donna Williams, Chair
Veronica Edwards
Vernon Reaser*

Item(s) to Report

- A. System-wide Business Improvement Projects Updates:
 - Cyber Insurance Coverage
 - TSUS Electronic Signature Software Procurement

- B. TCC Consortium Update

- C. CIO Council Update
 - Information Security Working Group
 - Two-Factor Authentication (Duo)
 - Risk Assessments (Archer)
 - Shared Services – Identity Management
 - Shibboleth Identity Providers, InCommon Federation
 - Wireless via Shibboleth
 - Information Systems Inventory

- D. Campus CIO Updates

**Texas State University System
Governmental Relations Committee**

*David Montagne, Chair
Charlie Amato
Rossanna Salazar*

Item(s) to Report

A. Legislative Update

Texas State University System

Contracts

Consent Items

- A. LU: CONSENT: Purchase of Property – 635 Vermont St., City of Beaumont
- B. LU: CONSENT: Purchase of Property – 1196 Oregon and Vacant Lot L8 B1 Vermont, City of Beaumont
- C. SHSU: CONSENT: Purchase of Custodial Services
- D. SHSU: CONSENT: University Bookstore Contract Addendum
- E. SRSU: CONSENT: Motion to Extend Investment Advisor Contract
- F. TXST: CONSENT: Contract for Printing Services with Capital Spectrum, L.P.
- G. TXST: CONSENT: Contract for Printing Services with Capital Printing Company
- H. TXST: CONSENT: Contract for Printing Services with The Whitley Group, LLC
- I. TXST: CONSENT: Diesel Fuel Contract
- J. TXST: CONSENT: Contract for Promotional and Branded Items with AJL Advertising Specialties, Inc.
- K. TXST: CONSENT: Contract for Promotional and Branded Items with Caprice Productions, Inc.
- L. TXST: CONSENT: Amendment to Coca-Cola Refreshments USA Sponsorship Agreement
- M. TXST: CONSENT: Contract for Athletic Licensing Services with Learfield Licensing Partners, LLC
- N. TXST: CONSENT: Sale of Surplus Land
- O. TXST: CONSENT: Reclaimed Water Pipeline Interlocal Agreement with the City of San Marcos
- P. LSCO: CONSENT: Real Property Acquisition

LU: Purchase of Property – 635 Vermont 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 Assistance Funds at the total project cost of \$28,260.00; subject to approval as to legal form by the Vice Chancellor and General Counsel.

- *The .1671 acres of real property located at
635 Vermont St., Jefferson County, Beaumont, Texas 77705
SOUTH PARK 2ND L9 B2
Total Cost \$28,260.00*

Explanation

Lamar University is requesting authorization to purchase this property located along the western edge of Lamar University currently defined by Jimmy Simmons Blvd/University Drive where previous acquisitions have been made. Ownership of property in the area where this property is located will allow the University to control treatment of both sides of the street with consistent landscaping and possible overflow parking opportunities.

Lamar University - Beaumont



REVISED DATE: 9-23-2015

635 Vermont



Jefferson CAD

Property Search Results > 103370 RHODES MEGAN A for Year 2015

Property

Account

Property ID: 103370 Legal Description: SOUTH PARK 2ND L9 B2
 Geographic ID: 061000-000-001900-00000-6 Agent Code:
 Type: Real
 Property Use Code: A1
 Property Use Description: REAL/RES/SGLE FAML- 5 AC/LESS

Location

Address: 635 VERMONT ST Mapsco: 101-13
 TX
 Neighborhood: SOUTH PARK 2 Class 2 Map ID: 0
 Neighborhood CD: 061000002

Owner

Name: RHODES MEGAN A Owner ID: 183719
 Mailing Address: 635 VERMONT ST % Ownership: 100.000000000000%
 BEAUMONT, TX 77705-5434
 Exemptions:

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$25,030
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$3,230 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$28,260
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$28,260
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$28,260

Taxing Jurisdiction

Owner: RHODES MEGAN A
 % Ownership: 100.000000000000%
 Total Value: \$28,260

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$28,260	\$28,260	\$371.62
221	CITY OF BEAUMONT	0.690000	\$28,260	\$28,260	\$195.00
341	PORT OF BEAUMONT	0.067278	\$28,260	\$28,260	\$19.01
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$28,260	\$28,260	\$25.89
849	DRAINAGE DISTRICT #6	0.220587	\$28,260	\$28,260	\$62.34
901	JEFFERSON COUNTY	0.365000	\$28,260	\$28,260	\$103.15
A59	FARM AND LATERAL ROAD	0.000000	\$28,260	\$28,260	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$28,260	\$28,260	\$0.00

T341	TIF PORT OF BMT	0.000000	\$28,260	\$28,260	\$0.00
Total Tax Rate:		2.749505			
				Taxes w/Current Exemptions:	\$777.01
				Taxes w/o Exemptions:	\$777.01

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	926.0 sqft	Value:	\$25,030
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
HSE	HOUSE	2F1	FRAME	1968	926.0		
CVP	COVERED PORCH/PATIO	2F1		1968	60.0		

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES60	RES60	0.1671	7280.00	56.00	130.00	\$3,230	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$25,030	\$3,230	0	28,260	\$0	\$28,260
2014	\$25,030	\$3,230	0	28,260	\$0	\$28,260
2013	\$25,030	\$3,230	0	28,260	\$0	\$28,260
2012	\$26,580	\$3,230	0	29,810	\$0	\$29,810
2011	\$26,580	\$3,230	0	29,810	\$0	\$29,810
2010	\$26,580	\$3,230	0	29,810	\$0	\$29,810
2009	\$31,410	\$3,230	0	34,640	\$0	\$34,640
2008	\$31,410	\$3,230	0	34,640	\$1,310	\$33,330
2007	\$29,730	\$3,230	0	32,960	\$2,660	\$32,960
2006	\$24,320	\$3,230	0	27,550	\$0	\$27,550
2005	\$24,320	\$3,230	0	27,550	\$760	\$26,580
2004	\$24,320	\$3,230	0	27,550	\$3,190	\$24,365
2003	\$18,920	\$3,230	0	22,150	\$0	\$22,150
2002	\$17,810	\$3,230	0	21,040	\$0	\$21,040
2001	\$17,810	\$3,230	0	21,040	\$0	\$21,040

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/1/2001 12:00:00 AM	WD	WARRANTY DEED		RHODES MEGAN A			2001035561
2	10/25/2000 12:00:00 AM	WD	WARRANTY DEED	THOMAS ROEBUCI	UNITED STATES O			2000043339
3	2/8/2000 12:00:00 AM	WD	WARRANTY DEED		ROBUCK THOMAS			2000000652

Questions Please Call (409) 840-9944 

Website version: 1.2.2.2

Database last updated on: 10/16/2015 11:52 PM

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LU: Purchase of Property – 1196 Oregon and Vacant Lot L8 B1 Vermont, 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 Assistance Funds at the total project cost of \$32,780.00; subject to approval as to legal form by the Vice Chancellor and General Counsel.

- *The .2410 acres of real property located at
1196 Oregon Ave, Jefferson County, Beaumont, Texas 77705
LAMAR L14 B26
Total Cost \$28,590.00*
- *The .2049 acres of real property located at
VERMONT L8 B1
Total Cost \$4,190.00*

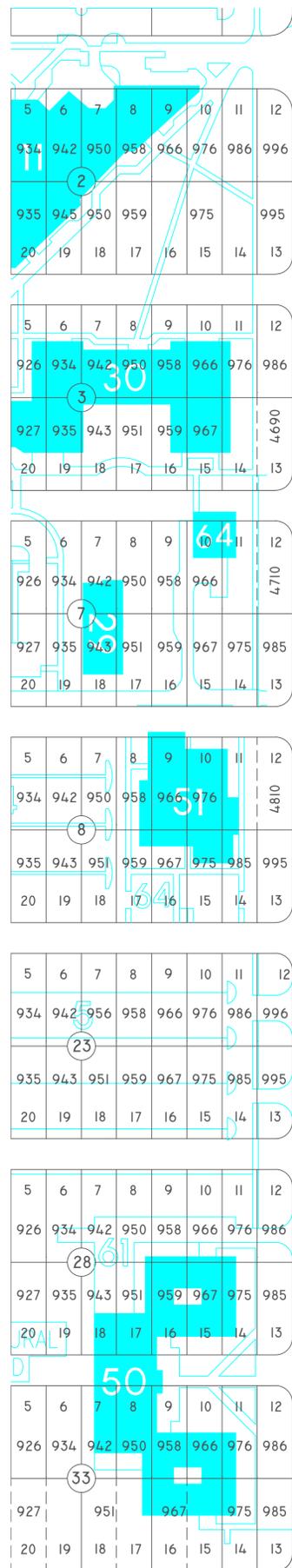
Explanation

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 this property is located is a major area of site development for future expansion according to the approved Campus Master Plan.

Lamar University - Beaumont



REVISED DATE: 9-23-2015



Legend:

- Iamar Properties
- Land to be Purchased



1196 Oregon Ave



Vacant Lot – L8 B1 Vermont



Jefferson CAD

Property Search Results > 55794 KULISH PAUL for Year 2015

Property

Account

Property ID: 55794 Legal Description: LAMAR L14 B26
 Geographic ID: 035200-000-022000-00000-9 Agent Code:
 Type: Real
 Property Use Code: A1
 Property Use Description: REAL/RES/SGLE FAML- 5 AC/LESS

Location

Address: 1196 OREGON AVE Mapsco: 101-13
 TX
 Neighborhood: LAMAR Class 2 Map ID: 0
 Neighborhood CD: 035200002

Owner

Name: KULISH PAUL Owner ID: 440303
 Mailing Address: 5075 HEISIG ST % Ownership: 100.0000000000%
 BEAUMONT, TX 77705-5706
 Exemptions:

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$24,180
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$4,410 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$28,590
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$28,590
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$28,590

Taxing Jurisdiction

Owner: KULISH PAUL
 % Ownership: 100.0000000000%
 Total Value: \$28,590

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$28,590	\$28,590	\$375.96
221	CITY OF BEAUMONT	0.690000	\$28,590	\$28,590	\$197.27
341	PORT OF BEAUMONT	0.067278	\$28,590	\$28,590	\$19.23
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$28,590	\$28,590	\$26.20
849	DRAINAGE DISTRICT #6	0.220587	\$28,590	\$28,590	\$63.07
901	JEFFERSON COUNTY	0.365000	\$28,590	\$28,590	\$104.36
A59	FARM AND LATERAL ROAD	0.000000	\$28,590	\$28,590	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$28,590	\$28,590	\$0.00

T341	TIF PORT OF BMT	0.000000	\$28,590	\$28,590	\$0.00
Total Tax Rate:		2.749505			
				Taxes w/Current Exemptions:	\$786.09
				Taxes w/o Exemptions:	\$786.08

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	1288.0 sqft	Value:	\$24,180
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
HSE	HOUSE	2F1	FRAME	1962	1288.0		
CVP	COVERED PORCH/PATIO	2F1		1962	40.0		

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES60	RES60	0.2410	10500.00	75.00	140.00	\$4,410	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$24,180	\$4,410	0	28,590	\$0	\$28,590
2014	\$24,180	\$4,410	0	28,590	\$0	\$28,590
2013	\$24,180	\$4,410	0	28,590	\$0	\$28,590
2012	\$24,170	\$4,410	0	28,580	\$0	\$28,580
2011	\$30,240	\$4,410	0	34,650	\$0	\$34,650
2010	\$34,020	\$4,410	0	38,430	\$0	\$38,430
2009	\$34,020	\$4,410	0	38,430	\$0	\$38,430
2008	\$34,020	\$4,410	0	38,430	\$0	\$38,430
2007	\$30,360	\$4,410	0	34,770	\$0	\$34,770
2006	\$19,930	\$4,410	0	24,340	\$0	\$24,340
2005	\$27,320	\$4,410	0	31,730	\$0	\$31,730
2004	\$27,320	\$4,410	0	31,730	\$0	\$31,730
2003	\$21,250	\$4,410	0	25,660	\$0	\$25,660
2002	\$21,400	\$4,410	0	25,810	\$0	\$25,810
2001	\$21,400	\$4,410	0	25,810	\$0	\$25,810

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Questions Please Call (409) 840-9944 

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Jefferson CAD

Property Search Results > 109672 KULISH PAUL for Year 2015

Property

Account

Property ID: 109672 Legal Description: VERMONT L8 B1
 Geographic ID: 066200-000-000800-00000-0 Agent Code:
 Type: Real
 Property Use Code: C1
 Property Use Description: REAL/VACANT PLATTED LT/TR 5AC<

Location

Address: TX Mapsco: 101-13
 Neighborhood: Map ID: 0
 Neighborhood CD:

Owner

Name: KULISH PAUL Owner ID: 440303
 Mailing Address: 5075 HEISIG ST % Ownership: 100.0000000000%
 BEAUMONT, TX 77705-5706
 Exemptions:

Values

(+) Improvement Homesite Value: + \$0
 (+) Improvement Non-Homesite Value: + \$0
 (+) Land Homesite Value: + \$0
 (+) Land Non-Homesite Value: + \$4,190 Ag / Timber Use Value
 (+) Agricultural Market Valuation: + \$0 \$0
 (+) Timber Market Valuation: + \$0 \$0

 (=) Market Value: = \$4,190
 (-) Ag or Timber Use Value Reduction: - \$0

 (=) Appraised Value: = \$4,190
 (-) HS Cap: - \$0

 (=) Assessed Value: = \$4,190

Taxing Jurisdiction

Owner: KULISH PAUL
 % Ownership: 100.0000000000%
 Total Value: \$4,190

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	1.315000	\$4,190	\$4,190	\$55.10
221	CITY OF BEAUMONT	0.690000	\$4,190	\$4,190	\$28.91
341	PORT OF BEAUMONT	0.067278	\$4,190	\$4,190	\$2.82
755	SABINE-NECHES NAVIGATION DIST	0.091640	\$4,190	\$4,190	\$3.84
849	DRAINAGE DISTRICT #6	0.220587	\$4,190	\$4,190	\$9.24
901	JEFFERSON COUNTY	0.365000	\$4,190	\$4,190	\$15.29
A59	FARM AND LATERAL ROAD	0.000000	\$4,190	\$4,190	\$0.00
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$4,190	\$4,190	\$0.00

T341	TIF PORT OF BMT	0.000000	\$4,190	\$4,190	\$0.00
Total Tax Rate:		2.749505			
				Taxes w/Current Exemptions:	\$115.20
				Taxes w/o Exemptions:	\$115.20

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES60	RES60	0.2049	8925.00	75.00	119.00	\$4,190	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$4,190	0	4,190	\$0	\$4,190
2014	\$0	\$4,190	0	4,190	\$0	\$4,190
2013	\$0	\$4,190	0	4,190	\$0	\$4,190
2012	\$0	\$4,190	0	4,190	\$0	\$4,190
2011	\$0	\$4,190	0	4,190	\$0	\$4,190
2010	\$0	\$4,190	0	4,190	\$0	\$4,190
2009	\$0	\$4,190	0	4,190	\$0	\$4,190
2008	\$0	\$4,190	0	4,190	\$0	\$4,190
2007	\$0	\$4,190	0	4,190	\$0	\$4,190
2006	\$0	\$4,190	0	4,190	\$0	\$4,190
2005	\$0	\$4,190	0	4,190	\$0	\$4,190
2004	\$0	\$4,190	0	4,190	\$0	\$4,190
2003	\$0	\$4,190	0	4,190	\$0	\$4,190
2002	\$0	\$4,190	0	4,190	\$0	\$4,190
2001	\$0	\$4,190	0	4,190	\$0	\$4,190

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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Questions Please Call (409) 840-9944 

Website version: 1.2.2.2

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SHSU: Purchase of Custodial Services

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

Sam Houston State University be authorized to purchase Custodial Services from Aztec Facility Services, Inc. at a price of \$1,770,465.89 for an initial three year period from February 1, 2016 to January, 31, 2019 with an option to renew for an additional four years at \$2,718,268.26.

Explanation

This contract has been reviewed and approved by the Vice Chancellor for Finance and the Vice Chancellor and General Counsel of the Texas State University System.

Sam Houston State University, through a Request for Proposal (RFP), sought a firm to provide custodial services for campus halls, small houses, apartments, plus certain Athletics and Recreational Sports facilities and events.

The RFP was advertised on the Sam Houston State University website under Procurement Opportunities, on the Walker County Alliance website under Procurement Opportunities and was listed on the Electronic State Business Daily for 45 days. 17 companies attended the pre-proposal.

The University received six responses to the RFP. The six proposals were from the following companies: In the order of highest to lowest as ranked by the evaluation committee (consisting of four individuals) representing the Departments of Residence Life, Athletics and Recreational Sports.

Company	Certified HUB	HUB Compliant	36 month contract	4 th 5 th 6 th and 7 th Year
Aztec Facility Services, Inc.	Yes	Yes	\$1,770,465.89	\$2,718,268.26
AHI Facility Services, Inc.	Yes	Yes	\$1,477,961.61	\$2,238,837.11
HBS National Corporation	Yes	Yes	\$2,175,829.25	\$3,273,154.66
Andrews Building Service, Inc.	Yes	Yes	\$2,938,212.90	\$4,226,211.20
Go Professional Environmental	No	Yes	\$2,925,220.65	\$4,252,508.77
Metroclean	No	Yes	\$4,634,488.37	\$6,975,816.03

The recommendation for award was determined on the proposal offering the best value and based on the following set of criteria's:

1. Price (Base Pricing Worksheet, Pricing per hour, per event, per Cleaning Worksheet, Escalation Rate for Optional Renewal Years, How well the Proposer followed RFP Instructions).
2. Personnel (Supervisory Experience, Experience-Staffing, Training Programs, Recruitment Programs, Personnel Handbook, Policy Manual, Safety Manual, Staffing Worksheet, Uniforms)
3. Corporate (Ability to follow the Proposal's format, Company Profile, Qualifications References-Other Universities, Staffing/Operations Plan and Policies, Transition Plan).
4. Resources (Equipment and Chemicals to be used, Quality Control Program).

**SAM HOUSTON STATE UNIVERSITY
CUSTODIAL SERVICES
CONTRACT**

THIS AGREEMENT is entered into between SAM HOUSTON STATE UNIVERSITY (University), a state-supported institution of higher education located in Huntsville, Walker County, Texas, and member of the Texas State University System (“System”), and Aztec Facility Services, Inc. located at 11000 South Wilcrest, Suite 125, Houston, Texas 77099 (“Contractor”). This Agreement is subject to review and approval of The Texas State University System Vice Chancellor and General Counsel and the Board of Regents.

1. PURPOSE

University engages Contractor to provide University with a full-service custodial service activity to include the following features:

1. Custodial services for large University operated dormitories (commonly referred to as residence halls);
2. Custodial services for University operated apartments,
3. Custodial services for University operated “small houses” and “sorority houses”;
4. Custodial services in the business office of Residence Life and Residence Life Maintenance;
5. Custodial services for Training Room and Offices;
6. Custodial services for Athletics Stadiums, including after-event cleanup of facilities, bathroom attendants during some events, Bowers Locker Room cleaning;
7. Custodial services for Recreational Sports areas; including restrooms and locker rooms in Johnson Coliseum as well as restroom attendants for certain events at Johnson Coliseum; and Pritchett Field
8. Custodial services more specifically enumerated in the attached “Cleaning Schedules” and other services including summer or special conferences.

The Request for Proposal 753-16-001JEB Custodial Services and all pages thereto is incorporated herein for all purposes. References in this Agreement to a page number shall refer to the corresponding page number to the Request for Proposal 753-16-001JEB Custodial Services.

All page numbers referenced in this Agreement, whether or not attached hereto, are incorporated herein for all purposes.

The HUB Subcontracting Plan submitted, whether or not attached hereto, is incorporated herein for all purposes.

In the event of conflict between any such attachment(s) and the provisions of this Contract, the latter shall prevail.

2. FACILITIES

2.01 **Operations.** Contractor shall provide expert custodial services to the following facilities:

1. As per “Pages 20-25” and made a part hereto for Residence Life.
2. As per “Pages 20-25” and made a part hereto for Summer Conferences.
3. As per “Pages 25-27” and made a part hereto for Athletics.
4. As per “Pages 26-32” and made a part hereto for Recreational Sports.

2.02 **Hours of Operation.** The performance of the contract will conform to the University calendar for both academic purposes and summer camp purposes. In the event activities are scheduled or occur on the premises which interfere with the Contractor’s normal cleaning schedule, the Contractor shall rearrange such schedule so the work is performed before and/or after the activity. Such rearrangements of the schedule shall not be a basis for additional fees or charges.

3. TERM

3.01 **Contract Term.** This Agreement shall commence on or about February 1, 2016 12:01 am and terminate on January 31, 2019 11:59pm.

3.02 **Contract Modification.** The parties may modify this Agreement only in writing, by authorized representatives, and submission to the Texas State University System Board of Regents.

3.03 **Termination for Cause.** Either party may terminate this Agreement for failure to perform pursuant to this Agreement by providing 30 days written notice, provided, however, that in the event that such failure to perform is cured within this 30 day period, the right to terminate this Agreement shall not apply.

3.04 **Termination by Choice.** Either party may terminate this Agreement for any reason and without penalty upon 90 days written notice to the other party.

3.05 **Contract Renewal.** The University may, at its sole discretion, extend this Agreement on the same terms and conditions for up to four (4) consecutive one-year periods after the contract term as defined in Section 3.01. The renewals, if utilized, will be processed on an annual basis. SHSU reserves the right to extend this contract for up to 4 additional months at the end of the initial period or after any of the renewal periods at the proposed escalation rate, if the extension is at the end of the fourth renewal period, the pricing from the fourth renewal period will be utilized for the monthly pricing.

4. RIGHTS AND OBLIGATIONS OF UNIVERSITY

4.01 **Contact.** University designates Procurement and Business Services, as the Contract Administrator for this Contract. University may designate a successor representative by written notice to Contractor.

- 4.02 **University Obligations.** University assumes the following responsibilities under this Agreement:
- 4.02 1. **Non-Communication Utilities.** The University will furnish heat, water, electricity and air conditioning at the University's expense. The University shall not be liable for any loss that may result from the interruption or failure of any such utilities or services. The Contractor may specify reasonable utility requirements which University may provide. However, the University shall not be required to provide or pay for the installation of additional electrical lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor (with prior written consent of University).
- 4.02 2. **Communications.** The University will make available the University telecommunications and mail services, just as they are available to any department within the University and Contractor will be billed accordingly.
- 4.02 3. **Parking.** The University shall make parking on campus available to the Contractor's employees, just as this service is available to any University employee, and at the same cost and assignment method.
- 4.02 4. **Space.** The University will provide reasonable office space for Contractors supervisory personnel and additional storage space other than that provided in the usual janitorial closets located with each building for storage of chemicals and supplies.
- 4.02 5. **Security.** The University Police Department will provide security service in the same manner provided as for other campus buildings; special security services may be provided upon request with Contractor agreeing to fully reimburse University for such services. However, the Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the University Police Department. The Contractors shall not seek to have students or employees of the University who are suspected of theft arrested by public authorities without prior consultation with the University Police Department.
- 4.02 6. **Trash Removal/Dumpsters.** The University will provide trash and garbage dumpsters in the vicinity of the building being cleaned and shall be responsible for the removal of garbage and trash from these exterior dumpsters. Contractor shall empty trash and garbage from the buildings and apartments into these exterior dumpsters. Contractor will not dispose of chemicals through these dumpsters, or any other method on the University campus, without prior approval of the University Environmental Health and Safety Officer or his appropriate designee.
- 4.03 **University Rights.** University reserves the right to review those management decisions by Contractor which may affect University's public image or programs. These decisions include, but are not limited to, uniforms and similar decisions that may affect University's public image.
- 4.04 **University Approval of Subcontractors.** Contractor shall obtain written consent from University prior to contracting with a subcontractor and any such contract shall be subject to the terms and conditions presented by University, if any.
- 4.05 **Proprietary Rights.** All proprietary information disclosed by University to Contractor shall be held in confidence and shall be used only in the performance of this Agreement. Contractor does not forfeit its proprietary interest in trademark or copyright products or operating systems by virtue of this Agreement.

- 4.06 **Changes in Services.** The University, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this Contract, the sum being adjusted accordingly. These changes could include deduction or addition of entire buildings due to renovations or new construction. The University shall give written notice, a minimum of 30 days prior to any changes in service. Any changes in this Contract must be in writing and signed by the authorized Department Head and Purchasing Department Representative of Sam Houston State University.
- 4.07 **Waiver of Rights.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of University's rights under this Agreement.

5. RIGHTS AND OBLIGATIONS OF CONTRACTOR

- 5.01 **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 to Contractor's employees. 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 Custodial Services to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents 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. Contractor is responsible for acts of its employees, subcontractors and agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures in performance of the Custodial Services 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 the negligence of Contractor or any of its employees, subcontractors and agents and Contractor will promptly repair, in accordance with the specifications of University, any such damage 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.
- 5.02 **Contractor's Obligations.** Contractor agrees to the following obligations and shall assume responsibility for all expenses and costs related to them:
- 5.02 1. **Labor, Equipment and Supplies.** Contractor shall furnish at Contractor's expense all labor, equipment and supplies that are necessary or appropriate for the performance of the Contract more fully detailed under the attached "Cleaning Schedules", including all related management, supervisory and administrative services.
- 5.02 2. **Background Checks** Background checks are required per Texas State University System Rules and Regulations, Chapter III, Paragraph 10.3.
- 5.02 3. **Bonding.** All employees of Contractor shall be bonded with the minimum amount of \$50,000.00.

- 5.02 4. **Risk of Loss.** The Contractor accepts the risks of loss or damage to inventory, equipment and other properties while in transition to or from the custodial operation or within the premises of operations, except to the extent any claims are caused by negligence or misconduct of University, its agents or employees. This includes all risks of loss of monies. It also includes inventory and supply pilferage, theft and robbery, except to the extent any claims are caused by negligence or misconduct of the University, its agents or employees.
- 5.02 5. **Uniforms.** Contractor shall provide uniforms and name/ID badges for Contractor's personnel and in consultation with University. Uniforms and name badges must be worn by Contractor's personnel including supervisors at all times during the course of their work, including after-hours call outs. Proper footwear shall be worn at all times. No flip flops, sandals, or any other open toed shoes are allowed.
- 5.02 6. **Workmanship.** Contractor shall perform the duties, functions and all other work in a safe, quality, and workmanlike manner to the standard satisfaction of University and in conformance with the attached "Cleaning Schedules."
- 5.02 7. **Reporting of Problems.** Contractor's employees will report to University's Department Representative of the Building any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, all other necessary or, appropriate repairs and any unusual happenings in the Service Areas or on University's premises. Contractor's employees will report to University Police Department any occurrence of vandalism and graffiti. Contractor is not to clean until cleared by UPD.
- 5.02 8. **Use of University Services.** If Contractor desires the use of University Physical Plant or Residence Life services, such services shall be billed to the Contractor at University's normal rates.
- 5.02 9. **Compliance with Codes.** Contractor shall abide by all State and Federal laws and all sanitation, safety and fire codes, regulations and other ordinances pertaining to the Contractor's operations at the University.
- 5.02 10. **Chemicals, Supplies, and Materials.** Chemicals, cleansers, paper towels, toilet paper, trash liners, hand soap and supplies shall be supplied by the Contractor. All chemicals and supplies shall be approved by the University.
- 5.02 11. **Management Review.** Contractor shall provide supervisory personnel to assure quality control during all scheduled cleaning activities and shall have the project supervisor daily spot check buildings to insure the Cleaning Schedules are being performed as per Contract specifications.
- 5.02 12. **Key and Card Access.** Contractor shall be responsible for the control of keys/cards issued by the University and the security of those areas provided for Contractor's use. The University shall be responsible for the costs of re-keying and replacing lock cylinders when the University initiates such activity. Contractor shall be responsible for the costs of key/card replacement, re-keying, or lock replacement when the Contractor's loss of keys and/or negligence requires such work.

5.02 13. **Required 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 the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-VII or better and in amounts (unless otherwise specified), as University may require:

- a. Worker's Compensation Insurance;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000:
Each Accident \$1,000,000
Each Employee \$1,000,000
Policy Limit \$1,000,000
Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of University;
- c. Commercial General Liability Insurance with limits of not less than:
Each Occurrence Limit \$1,000,000
Fire Legal Liability \$250,000
Medical Expenses (any one person) \$10,000
Personal & Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Products – Completed Operations Aggregate \$2,000,000
Policy shall include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.
- d. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;
- e. Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and (i) providing coverage in excess of the coverages of, and (ii) "following form" subject to the same provisions as, the underlying policies required in (b) Employer's Liability Insurance, (c) Commercial General Liability Insurance, and (d) Business Auto Liability Insurance;
- f. Third Party Employee Crime Insurance to protect the assets and property of University with limits of not less than \$1,000,000 per claim. Independent contractors insurance shall be primary to any insurance carried by the Texas State University System or any of its institutions.

Contractor shall provide the University with certificates evidencing proof of such insurance. Such policies shall contain a covenant that the insurance company shall provide thirty days written notice to University before cancellation. Such policies shall be primary and non-contributing with any and/or constitutional statutory protection enjoyed by the University insurance carried by the University; further, the policies should name the University, the Texas State University System, their regents and employees as additional insured.

- 5.02.14. **Assurance of Performance.** Contractor shall maintain to the University's benefit a letter of credit or a performance bond, renewable each year, in the amount of one-half of the amount due annually. Should the Contractor elect to furnish and maintain a performance bond, the bond shall be executed by a corporate surety or sureties authorized to do business in Texas and executed on forms approved by the Attorney General of Texas.
- 5.02.15. **Taxes and Fees.** Contractor shall pay all taxes and all licenses and permit fees payable in connection with Contractor's work under this Contract.
- 5.03 **Work Evaluation.** Contractor will inspect the facilities monthly with a designated representative of the University for the purpose of evaluating the level of work being performed by the Contractor. A formal evaluation report should be completed each month and signed by representatives of Contractor and University.
- 5.04 **Special Cleaning Scheduling.** Contractor shall be available for cleaning services on a flexible basis, seven days a week, to clean rooms relating to the move in and move out of summer camps and conference groups. The majority of this work will occur, but is not limited to, the summer break period between the end of the Spring Semester and the beginning of the Fall semester. Some conference groups/camps will out of necessity be scheduled to move into a building within 12 hours of move out of a previous group. The Contractor must plan to work the occasional rush cleanups to provide basic cleaning for the new groups. A majority of housing buildings are used during the summer for conference groups and summer school residents, the Contractor shall be required to send extra personnel to assist during these occasional rush cleanups to provide basic cleaning for the new groups and for the end of the spring semester and for opening of the Fall semester.
- 5.05 **Emergency Calls.** Contractor shall be available on a 24 hour, 7 day a week basis to handle emergency work. Contractor shall be responsible to provide an appropriate employee with a cell phone to be carried at all times. This cell phone in addition to their home telephone at his or her residence will be for the purpose of the University being able to reach contractor when needed for routine or emergency matters. The emergency shall be reacted to quickly and efficiently (within one half (1/2) hour of being notified of the emergency), the person(s) responding must have the proper equipment available for use, such as a wet-vac, and similar equipment. An emergency call is defined as a situation where serious financial or operational damage to the University, health hazard, or life threatening conditions exists and service cannot be deferred. Examples include, but are not limited to: sewage overflow/backup cleanup, broken pipe cleanup, the presence of bodily fluids such as blood and vomit and similar examples. Examples that are not considered emergency callouts include, but are not limited to: picking up of broken bottles, pranks, beverage spills and other non-serious situations. Failure to respond to emergency call-outs shall result in monetary reparation to the University for expenses incurred in dealing with emergency. Sam Houston State University will require a cell phone number for the Project Manager, Assistant Manager, and the On Call Phone.
- 5.06 **Staffing.** Contractor agrees to the following at its direct cost:
- 5.06.1. Each individual who is assigned to perform the Custodial Services under this Agreement will be an employee of Contractor. Contractor is responsible for the performance of all individuals performing the Custodial Services under this Agreement. The University shall have the right to interview and approve the qualifications of any person whom the Contractor proposes to appoint as Project Manager and Assistant Manager. The Contractor shall reassign any of its employees from positions having direct contact with University personnel or students when in the

University's sole judgment, continued contact with University personnel or students would be detrimental to the safety or public relations of the University.

- 1.1 Contractor will provide representation that it has conducted the following background checks on its officers, employees, subcontractors or other persons it causes to be on campus. Background checks are required per Texas State University System Rules and Regulations, Chapter III, Paragraph 10.3
 - a. **Sex offender and criminal history background checks** where above individuals will be placed on the campus fulltime working with or around students.
 - b. **Criminal history and credit history background checks** where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by the University.
- 1.2 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 but not necessarily limited to violent or sexual offenses.
- 1.3 Prior to commencing the Custodial Services, Contractor will provide University with a roster ("Roster") of all individuals who may be assigned to perform the Custodial Services. 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.
- 5.06.2. Contractor shall maintain at all times a staff of experienced and qualified employees in sufficient numbers for efficient performance of the requirements of this Agreement. Contractor shall ensure that its employees will perform their services in a proper, workmanlike, and dignified manner befitting an institution of higher education. Contractor shall insure that situations involving nepotism among the supervisor(s) and assistant(s) are strongly discouraged, and will cease if the University so requests.
- 5.06.3. Contractor shall give preference to currently-enrolled University students in filing part-time staffing requirements.
- 5.06.4. Contractor's officers, employees, subcontractors or other persons it causes to be on campus shall comply with all University and System policies and federal state, and local laws, rules, and regulations concerning nondiscrimination in employment.
- 5.07 **Environmental Health and Safety.** Contractor shall, at its direct cost, comply fully with all applicable federal, state, and local laws, rules, and regulations concerning environmental health and safety. Contractor shall permit inspections by the University's safety officers, and Contractor shall comply in a timely manner with all directives issued by the University concerning environmental health and safety. Contractor will train their staff on the handling of both hazardous and nonhazardous biological waste and will require staff to follow the University's procedures for disposal of biological waste. Contractor will adhere to and require staff to adhere to University protocols for reporting dead, sick or injured animals.
- 5.08 **Access to Facilities.** Contractor shall permit the Contract Administrator or other University-authorized representative to inspect any and all areas during normal operating hours, and at any time in the event of an emergency.

- 5.09 **Labor Relations.** Contractor shall be solely responsible for its own labor relations with any trade or union representative and shall negotiate and adjust all disputes between itself and its employees or any union representing its employees. Contractor shall comply fully with all applicable federal and state laws, rules, and regulations concerning employment and labor relations.
- 5.10 **Contractor Use of University Property.** The University shall retain title to all property which it furnishes to the Contractor upon the commencement of this Agreement. Contractor shall use such property only in the performance of this Agreement unless the Contractor Administrator authorized otherwise in writing. Contractor shall not use or remove any other property which it purchases for use at University without the prior written approval of the Contract Administrator.
- 5.11 **Security.** The University shall provide with routine, general police security in accordance with similar University security procedures elsewhere on the University campus. The University will provide any additional security which the Contractor requires at the Contractor's sole cost and expense at rates customary for such services. The Contractor shall not employ its own security staff. Contractor shall comply with University and Texas State University System policies concerning criminal or other improper conduct, and Contractor shall report all of such incidents to the Contract Administrator. Except when an emergency condition requires otherwise, Contractor shall summon the University's Police Department for all public emergency situations.
- 5.12 **Cooperation with University Employees and other University Contractors.** Contractor shall cooperate fully with other contractors of the University, with University employees, or with employees of other persons or firms having business with the University as may be required by the circumstances or as the University directs.
- 5.13 **Customer Input.** Contractor shall cooperate with efforts designed to generate input from the University's residents, including but not limited to, cooperation with a University advisory committee or market research.
- 5.14 **Indemnity.** CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR OR ANYONE DIRECTLY EMPLOYED BY CONTRACTOR. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY.
- 5.15 **Liens.** Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to Contractor.

- 5.16 **Publicity.** Contractor shall not, without the prior written approval of the University in each case, publicize or advertise in any form the fact that it is providing services to the University; provided however that Contractor may list the University on a routine client list for matters of reference.
- 5.17 **Drug Free Workplace.** Contractor will provide a drug-free workplace in compliance with Public Law 100-690, Title V, Subtitle D, of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession and use of a controlled substance is prohibited on the premises of the University or any of its facilities. Contractor will discipline any of its employees who violate this prohibition up to and including termination of employment. All of contractor's employees, as a condition of employment, will comply with this policy.
- 5.18 **Tobacco Free Workplace** Contractor will provide a tobacco free workplace in compliance with Texas State University System Rules and Regulations, Chapter III, Paragraph 20. Tobacco and Electronic Vaping product are not permitted on the premise of the University or any of its facilities. Contractor will discipline any of its employees who violate this prohibition up to and including termination of employment. All of contractor's employees, as a condition of employment, will comply with this policy.
- 5.19 **Contractor Representative.** Contractor will appoint a representative within 24 hours of the execution of this Contract, who shall be available as necessary for the reporting of problems, requesting schedule changes and the like. This representative shall not be the same person as the Contractor's job supervisor, and will be the sole contact person with the University for routine matters arising under this Contract.
- 5.20 **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 and state policies and laws prohibiting discrimination, harassment and *sexual misconduct*. Any breach of this covenant may result in termination of this agreement.

6. FINANCIAL PROVISIONS

- 6.01 **Annual Fees.** The Contractor has specified annual fees for Custodial Services on its response to the Request for Proposal which response is made a part of this Agreement.
- 6.02 **Payment Upon Early Termination.** In the event either the Contractor or the University terminates this Agreement as provided above, University shall pay the Contractor a pro rata share of the earned amount, earned through the date of termination.
- 6.03 **Financial Records and Reports.** Contractor agrees to the following reporting and recording requirements at its direct cost.
- 6.03.1. Contractor shall maintain complete and accurate records of all transactions in accordance with accepted industry standards and shall keep such records for a period of not less than five years after the termination of this Agreement. Contractor shall make available for inspection by the University during normal business hours all records which the Contractor makes in the course of performing its obligations under this Agreement.
- 6.03.2. Contractor shall provide the University with an audited financial statement for the Contractor's corporation within three (3) months after the end of each of the Contractor's fiscal years during the contract term of this Agreement.

6.04 **Payment Terms.** The University shall make the payments required by this Agreement in accordance with the following:

6.04.1 University shall pay the Contractor on a monthly basis one-twelfth of the annual contract amount of Total Base Price for **all** of the:
Twelve (12) month cleanings.
Summer Camp cleanings.
Summer School facilities cleaning.

The Contractor shall invoice the University monthly and the University shall pay all invoices in accordance with the Prompt Payment Provisions of Texas Government Code 2251.. The remainder of the items on the Request for Proposal Form shall be included in the monthly invoice when services are utilized and provided.

6.04.2 Contractor will receive all payments from Sam Houston State University via U.S. Mail or another agreed upon method by both parties. It is the Contractor's responsibility to provide Sam Houston State University with all necessary bank information and correct remittance address.

6.04.3 See pages 34-35 for pricing.

7. GENERAL TERMS

7.01 **Notice.** Any notice required by this Agreement shall be deemed given when made in writing and personally delivered by courier, deposited with the United States Postal Service by certified or registered mail, return receipt requested, or by facsimile transmission addressed as follows:

TO UNIVERSITY: Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville, Texas 77341

TO CONTRACTOR: Sherra Aguirre, CEO
Aztec Facility Services, Inc.
11000 South Wilcrest, Suite 125
Houston, Texas 77099

7.02 **Binding on Successors.** This Agreement shall inure to the benefit and shall be binding upon the legal representatives, successors-in-interest, and assigns of the parties hereto, except that nothing in this Agreement shall be construed as a waiver of the constitutional, statutory, or common law rights, privileges, immunities or defenses of the parties.

7.03 **Sole Agreement.** This document, together with all documents incorporated herein by reference, constitutes the sole Agreement of the parties on the subject matter hereof, and any prior

understandings or agreements, written or oral, are of no effect. This Agreement may not be amended or modified except in a writing signed by all parties hereto.

- 7.04 **Assignment.** Except as provided elsewhere in this Agreement, this Agreement may not be assigned by either party hereto except upon the written approval of the other party.
- 7.05 **Severability.** Each provision of this Agreement is severable, and if any provision is held to be invalid or unenforceable, the remainder of the provisions shall remain in effect.
- 7.06 **Dispute Resolution.** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
- 7.07 **Choice of Law and Venue.** This Agreement shall be construed under the laws of the State of Texas, and venue in any action to enforce this Agreement shall be in Walker County, Texas.
- 7.08 **Audit.** Pursuant to state law, the university reserves the right to audit contractor's books and records.
- 7.09 **Force Majeure.** Neither party shall be responsible for losses resulting from the failure to perform any terms or provisions of this Agreement if the failure is attributable to natural phenomena, fire, disorder, or other condition beyond the reasonable control of the party whose performance is impaired thereby, and which, by the exercise of reasonable diligences, such party is unable to prevent, provided however, that monies payable at the time of such circumstances shall be payable as required by this Agreement.
- 7.10 **Public Information Act.** 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.
- 7.11 **No Waiver.** Notwithstanding any provision of this contract, nothing herein constitutes a waiver of the constitutional, statutory or common law rights, privileges, defenses or immunities of the parties.
- 7.12 **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**") and allocation of funds by the **Board**. If the Legislature fails to appropriate or allot the necessary funds, or if the **Board** fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Provided, that in the event of termination for loss of funding, Contractor will pay amounts due and owing to University and University will reimburse Contractor a pro rata share of the exclusivity fee paid for the year of termination. Such proration shall be from the date of termination through the end of the year in which Agreement is terminated. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

- 7.13 **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 in accordance with Section 24 of 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.
- 7.14 **EQUAL OPPORTUNITY.** Pursuant to Applicable Laws and policies, 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, sex, sexual orientation, or gender identity.
- 7.15 **ACCESS BY INDIVIDUALS WITH DISABILITIES.** Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract
- 7.16 **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.
- 7.17 **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.
- 7.18 **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.

- 7.19 **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.
- 7.20 **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.
- 7.21 **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.
- 7.22 **LIMITATIONS** – THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 7.23 In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to:
- 7.23 1 Whether the provision appears on the face of the contract; or
- 7.23 1 Whether the contract includes any provision to the contrary.

Representations. The parties each represent that the individuals signing below have the full right and authority to enter into and perform this Agreement.

[signatures]

ATTEST:

Aztec Facility Services, Inc.

Secretary

Principal

Typed or Printed Name

Title

Seal (if incorporated)
TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

Dana G. Hoyt, President
Sam Houston State University

Date

Chancellor Brian McCall, Ph.D.

Date

Approved as to Legal Form:

Fernando C. Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

Date

APPROVED by the Board of Regents on _____ at Austin,
Texas.

The Honorable Jaime R. Garza, D.D.S, M.D
Chairman, Board of Regents

Date

SHSU: University Bookstore Contract Addendum

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

Sam Houston State University's contract addendum with Barnes & Noble College Booksellers, LLC (Barnes & Noble) be approved.

Explanation

Barnes & Noble College Booksellers, LLC has agreed to provide Sam Houston State University, in addition to the current contract terms and conditions, annual support for the following, effective as of the date of full execution of the addendum.

1. \$5,000 in-kind textbook scholarships
2. \$5,000 sponsorship of athletics
3. All other terms and conditions of the existing contract shall remain the same

This addendum has been approved as to legal form by the Vice Chancellor and General Counsel.

**Addendum #1
Agreement for Bookstore Services
Between**

Sam Houston State University and Barnes & Noble College Booksellers, LLC.

Effective as of the date of full execution below, the following shall be added to the current agreement for bookstore services between Sam Houston State University and Barnes & Noble College Booksellers, LLC:

1. Barnes & Noble will provide annually, no later than the day prior to the anniversary of the execution of this Addendum, \$5,000 in-kind textbook scholarships to Sam Houston State University students. The recipients and amount of each textbook scholarship will be selected by Sam Houston State University.
2. Barnes & Noble will provide \$5,000 annually, no later than the day prior to the anniversary of the execution of this Addendum, to Sam Houston State University for sponsorship of the athletic department.
3. All other terms, conditions and specifications of the existing agreement shall remain the same.

Agreed:
Barnes & Noble College Booksellers, LLC.

Kimberly Otte, Vice President, Stores

Date

TEXAS STATE UNIVERSITY SYSTEM
Examined and Recommended:

Dana Hoyt, Ph.D.
President, Sam Houston State University

Date

Chancellor Brian McCall, Ph.D.

Date

Approved as to legal form:

Fernando Gomez, J.D., Ph.D.
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on _____ at San Marcos, Texas.

The Honorable Jaime R. Garza, M.D.
Chairman, Board of Regents

Date

SRSU: Motion to Extend Investment Advisor Contract

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

Sul Ross State University be authorized to exercise Extension 2 of the contract for investment consulting services with Asset Strategy Consultants. As per the terms of the contract, this extension will provide one additional year of investment consulting services.

Explanation

The University's initial contract with Asset Strategy Consultants was signed in 2012. In accordance with Board guidelines, the initial contract period was limited to two years, with three optional extensions of one year each available to the University. Price increases of 3% per additional year have already been negotiated and agreed in the original contract. We respectfully request approval to exercise the second extension for one additional year.

TXST: Contract for Printing Services with Capital Spectrum, L.P.

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

The award of a contract for offset specialty printing services at Texas State University with Capital Spectrum, L.P. dba Communication Specialists, Inc. be approved.

Explanation

A Request for Proposal (RFP) to provide specialty offset printing services was posted on the Electronic State Business Daily on May 8, 2015. Texas State received six qualified and HUB compliant responses.

An evaluation committee, consisting of the Director and Associate Director of University Marketing and the Assistant Vice President for Enrollment Management-Undergraduate Admissions, were each given the qualifications proposals to review.

Each evaluation committee member received a copy of all six Respondents' qualifications submittal (no evaluation committee member viewed any pricing proposal). Each was given an evaluation matrix with the criteria and weights specified in the RFP and they evaluated the submissions independently and returned their evaluations to the Purchasing Office for final scoring. The highest normalized score ranked at number one and so on.

The top three companies will be awarded a three-year contract with the option for two one-year renewals.

The total amount for each contract is approximately \$3,000,000.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
CAPITAL SPECTRUM, L.P.
DBA COMMUNICATION SPECIALISTS, INC.

This Agreement to provide Offset Specialty Printing Services ("Work") is made and entered into effective as of December 1, 2015 ("Effective Date") by and between Texas State University ("University"), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Capital Spectrum, L.P. dba Communication Specialists, Inc. ("Contractor") on an "as-needed" non-exclusive basis as requested by the University in accordance with the terms and conditions of this Agreement ("Agreement").

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 three (3) years and will begin on the Effective Date and expire November 30, 2018. University will have the option to renew this Agreement for two (2) additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for Offset Specialty Printing Services 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) ("Final Invoice(s)") to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
- 5.5.1 Contractor is in breach or default under this Agreement; or
- 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

- 8.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.3 Owner's Protective Liability Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.5 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.

- 8.6 Contractor will deliver to University:
- 8.6.1 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.
- 8.6.2 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.
- 8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and
- 8.7.2 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.

10.1.1 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION –** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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) if return is not feasible, destroyed. 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. Sponsor 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** – 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. **COMPLAINE WITH UNIVERSITY POLICIES –**

Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED

REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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

Attention: Daniel Eggers
Director, Office of University Marketing
601 University Drive, JCK 860
San Marcos, TX 78666
Email: deggers@txstate.edu

with copy to: Texas State University
Attention: Jacque Allbright
Director, Procurement and Strategic Sourcing
601 University Drive, JCK 527
San Marcos, TX 78666
Email: purchasing@txstate.edu

If to Contractor: Capital Spectrum, L.P. dba Communication Specialists, Inc.
Attention: James Adame
Account Executive
502 South Loop 4
Buda, TX 78610
Email: jadame@csi.capspec.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that

Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101 -20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

- 45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.
- 45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1
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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other State agencies, including Institutions of Higher Education, may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Attachment A – Scope of Work
Attachment B – Pricing and Delivery Proposal
RFP incorporated by reference
HUB Subcontracting Plan

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

CAPITAL SPECTRUM, L.P.

dba COMMUNICATION SPECIALISTS, INC.

James Z. Adams Account Executive 10.20.15
Name, Title, Authority Date

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

ATTACHMENT A

SECTION 7 – SCOPE OF WORK

7.1 General Requirements:

- 7.1.2 The successful Respondent(s) will be responsible for providing all labor, equipment, material, and consumables necessary for the production of printed material.
- 7.1.3 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual University department. Repetitive poor quality products may result in Contract termination.
- 7.1.4 Proofs may be required and are subject to University approval before completion of the project.
- 7.1.5 Any designs, drawings, pictures, blueprints, etc. provided by the University for use in production of printed material involves property rights of the University and shall be held confidential by the successful Respondent(s).
- 7.1.6 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, and job order number.
- 7.1.7 All work completed will be subject to inspection and approval and the University reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the successful Respondent (s).
- 7.1.8 The University requires the successful Respondent(s) to have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk, or drive). The University generally uses Microsoft Office and Adobe products and vendors must be able to produce copies from all MS Office and Adobe file formats.
- 7.1.9 Print services pricing must be all-inclusive. Pricing must include pick up, delivery, and rush charges, if applicable. If rush fees will be charged, the successful Respondent(s) must specify in the proposal response how the fees will be calculated.
- 7.1.10 Most of the jobs will have camera-ready artwork included. Submit bid prices as if you have received camera-ready artwork from the University.
- 7.1.11 Delivered jobs must be packaged weighing less than 40lbs. each.
- 7.1.12 Successful Respondent must be able to provide such miscellaneous services to be quoted on a per job basis.
- 7.1.13 Any artwork done by the successful Respondent is the property of the University, but can be retained by the successful Respondent for future work.
- 7.1.14 Invoices will be submitted per job.

7.2 The University has generally had the following printing needs:

- Posters
- Banners
- Large Format Color Printing up to 40”

- Lamination
- Finishing
- Stapling (1,2 or 3 staples)
- Cutting
- Folding (tri-fold, accordion, roll, gate, and z fold)
- Padding
- Scoring
- Perforating
- Laminating
- Comb binding (plastic, 15-19 rings in assorted colors)
- Coil binding
- Velo binding
- Tape binding
- Thermal binding
- Stitch binding
- Post binding
- Wire-O binding
- Collating (hand)
- Inserting (hand)
- Tabs (insertion)
- Tab printing (mylar)
- Booklet making
- Dye cut
- Sequential numbering
- UV coating
- Aqueous coating

This list is not intended to be a complete list of University printing services.

7.3 CONDITIONS

- 7.3.1 Delivery time will be no more than ten (10) working days from signed proof for all projects unless prior agreement has been reached with Texas State University. Delivery for rush or expedited orders will be negotiated at the time the order is placed.
- 7.3.2 Successful Respondent(s) must match type style, print position, logos, and ink colors.
- 7.3.3 Pricing quotes will be all inclusive of artwork, negatives, raw materials, production costs, and freight. No other charges will be allowed. No variation from specifications or samples will be allowed. The University does not pay State of Texas sales tax.
- 7.3.4 The successful Respondent(s) shall be able to accept orders via University purchase orders. The University can submit these by fax or email depending on the successful Respondent's preference. **No work shall proceed at any time unless a valid purchase order has been received by the successful Respondent(s).**
- 7.3.5 UNIVERSITY LOGOS: Actual logos to be used in ordering will be delivered with the Purchase Order. Formats accepted shall be BMP, PDF, TIF, and JPEG. In no event should the successful Respondent(s) accept a logo or artwork that is not included with the Purchase Order. All artwork and logos must comply with the University's identity guidelines. The guidelines are available at <http://www.umarketing.txstate.edu/>

7.4. PACKAGING

- 7.4.1. Place project into uniform boxes not to exceed 40 pounds.
- 7.4.2. Attach a photocopy of the Purchase Order to the outside of one box.
- 7.4.3. Indicate on the outside of each box:
 - a. Quantity stored in each box
 - b. Purchase Order number
 - c. Name of Project

7.5 DELIVERY

DELIVER PROOFS TO:
Creative Director
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666

DELIVER FINAL PRINTED PROJECTS TO:
Texas State University
University Distribution Center
305 River Ridge Parkway
San Marcos, TX 78666
8:30 a.m. - 3:30 p.m.

Attempt to deliver only during this period unless prior arrangements have been made with Central Receiving Warehouse personnel at 512.245.2558 and confirmed to the university in writing to Roque Prado JR.

DELIVER 10 PRINTED SAMPLES TO:
Project Coordinator
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666 512.245.2558

7.6 ADDITIONAL NOTES

The printer is responsible for the cost of shipping proofs via next day service provider to Texas State University. The printer is responsible for the cost of shipping the project in its entirety to the University Distribution Center (Central Receiving) address. Please include all costs in the base price. All materials furnished by Texas State University must be returned before payment is made. All items must be received and accounted for at Texas State University Central Receiving before payment is made. Texas State University DOES NOT adhere to the industry standard $\pm 10\%$. The quantity listed above must be met. Quantity less than that listed in our PO will be considered an incomplete order. Incomplete orders are not subject to payment. Items in excess of the quantity listed above will be considered overs for which Texas State University is not fiscally responsible. The printer is responsible for minor prepress edits. Texas State's standard payment terms are NET 30 Days in accordance with Texas Government Code section 2251 "Prompt Payment", unless otherwise noted on the purchase order.

ATTACHMENT A



COMMUNICATION SPECIALISTS, INC.
"ONLY POSITIVE RESULTS COUNT"
QUALITY SHEETFEED PRINTING
COMPLETE MAILING AND FULFILLMENT NEEDS
COMPUTER TO PLATE
PRINT ON DEMAND

June 16, 2015

Pricing and Delivery Proposal
For
Offset Specialty Printing Services

From
Communication Specialists, Inc.

RFP #754-15-Printing

Pricing and Delivery Proposal Enclosed

FACILITY LOCATED AT:
6800 BURLESON ROAD, SUITE 180
(512) 478-3448
FAX (512) 478-3863
Toll Free: 1 866 477 8070

MAILING ADDRESS:
P.O. BOX 17936
AUSTIN, TX. 78760

www.csiprinting.com



COMMUNICATION SPECIALISTS, INC.
"ONLY POSITIVE RESULTS COUNT"
QUALITY SHEETFED PRINTING
COMPLETE MAILING AND FULFILLMENT NEEDS
COMPUTER TO PLATE
PRINT ON DEMAND

June 16, 2015

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FACILITY LOCATED AT:
6800 BURLESON ROAD, SUITE 180
(512) 478-3448
FAX (512) 478-3863
Toll Free: 1 866 477 8070

MAILING ADDRESS:
P.O. BOX 17936
AUSTIN, TX. 78760

www.csiprinting.com

SECTION 8 – PRICING AND DELIVERY PROPOSAL

Proposal of: Communication Specialists, Inc.
 (Respondent Company Name)

To: Texas State University

RFP #754-15-PRINTING

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Offset Specialty Printing Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Below is a representation of some of our typical signature pieces. Realizing that the specifications may change during the course of the contract for these signature pieces please cost each representation as the specifications are currently.

Description	Hillviews Mag: 15-157 Spring 2015; 60 pgs. + cover	
Page Count	60 Pages + 4 Page Cover	
Size	Final Size : 8 3/8 x 10 7/8 bleeds : 4 Sides	
Prepress	File Prep, Imposition, Color Proof	
Ink	5/5+ Gloss Aqueous Process 4/4 Process	
Paper	100.0 lb Crystal Gloss Book	
	70.0 lb Crystal Gloss Book	20,000 - \$ 19,647.00
Finishing	Perfect Bind	
Shipping	Skid Pack	21,000 - \$ 20,407.00
Quantity	20,000	
	21,000	
	TOTAL COST FOR JOB	\$ _____

Description	Commencement Program	
Page Count	48 Pages + Page Cover	
Size	Final Size : 7 x 10 bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Cover Ink	2/1 + Satin Aqueous PMS Register Emboss/ score	
1-16 page form	4/1 Process	
Rest of Text	1/1 black	
Cover Paper	100.0 lb Crystal Silk Cover	
Text Paper	70.0 lb FSC finch casa opaque book	
Finishing	Cutting – Post Press, Stitch	20,000 - \$ 15,644.00
Shipping	Carton Pack 40lbs Per, Skid Pack	21,700 - \$ 16,741.00
Quantity	20,000	
	21,700	
	TOTAL COST FOR JOB	\$ _____

Description	15-380 ADM St. PCs 7 Vers. 100# Flo, 5x7, 5/5	
Size	Flat size 5 x 7	
	bleeds : 4 sides	
Prepress	Digital PDF Proof, Imposition, Color Proof	
Ink	5/5 Process	
Paper	100.0 lb Flo Gloss Cover	
Finishing	Cutting- Post Press	50,000 Each of 7 - \$8,395.00
Shipping	Ship 80% to Waco and 20% to 78666	
Quantity	50,000 Each of 7	60,000 Each of 7 - \$9,617.00
	60,000 Each of 7 TOTAL COST FOR JOB	\$ _____

Description	15-330 Bobcat Day Program	
Page Count	8 Pages	
Size	Final Size: 8 1/2 x 11	
	bleeds: 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	4/4 Process	
Paper	65.0 lb Cougar Opaque Cover	
Finishing	Cutting - Post Press, Folding Conventional, Stitch	2,000 - \$1,502.00
Shipping	Carton Pack FOB 78666	
Quantity	2,000	
	4,000 TOTAL COST FOR JOB	\$ <u>4,000 - \$1,893.00</u>

Description	14-028 Bobcat Basics: Semi conceal wire-0,92+cover	
Page Count	96 Pages	
Size	Final Size: 18 x 9	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
	Preflight, File Prep, Imposition, Color Proof	
Ink Text	6/6 Process	
	5/5 Process	
Paper	130.0 lb Finch Fine br wh ultra smooth cover	
	100.0 lb Finch Fine br wh ultra smooth txt	
Finishing	LP score, cover, trim, collate sigs, Wiro Bind	
	Cutting - Post Press, Folding Conventional	20,000 - \$43,504.00
Shipping	Skid Pack	
Quantity	20,000	
	25,000 TOTAL COST FOR JOB	\$ <u>25,000 - \$52,848.00</u>

Description	13-342 Tx State Student Handbook: (6 x 9)
Page Count	230 Pages + 4 Page Cover
Size	Final Size: 6 x 9
	bleeds : 4 sides
Prepress	Preflight, File Prep, Imposition
Ink Cover	1/1 PMS
Ink text	1/1 black
Paper	110.0 lb Classic Crest Solar white cover

A.3



COMMUNICATION SPECIALISTS, INC.
 "ONLY POSITIVE RESULTS COUNT"
 QUALITY SHEETFEED PRINTING
 COMPLETE MAILING AND FULFILLMENT NEEDS
 COMPUTER TO PLATE
 PRINT ON DEMAND

June 11, 2015

Estimate Number: 88561

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - HILLVIEWS MAG: 15-157
 SPRING 2015; 60PP. + 4PP. COVER.
 FINISHED SIZE IS 8.375 X 10.875. COVER IS CMYK+872+
 OGA/SAME W/BLD ON 100#CRYSTAL GLOSS BK. TEXT IS
 CMYK/SAME W/BLD ON 70#CRYSTAL GLOSS BK. PERFECT
 BIND ON 10.875" SIDE & SKID PACK FOR DELIVERY.

Stock:
 CRYSTAL CTD GLS BK 100.0 # WHITE, GLOSS Finish

Inks:
 4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 GLOSS AQUEOUS CTG(GA)EST Both Sides

Stock:
 CRYSTAL CTD GLS BK 70.0 # WHITE, GLOSS Finish

Ink:
 4c Process ink - Est. Both Sides

Stock:
 CRYSTAL CTD GLS BK 70.0 # WHITE, GLOSS Finish

Ink:
 4c Process ink - Est. Both Sides

Quantity:	20,000	21,000
Estimate Totals:	\$19,647.00	\$20,407.00

Thank You,
 James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
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June 11, 2015

Estimate Number: 88562

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - COMMENCEMENT PROGRAMS
 48PP. + 4PP. COVER. SADDLE-STITCH ON 10" SIDE.
 FINISHED SIZE IS 7 X 10. COVER IS 2PMS+OSA/1PMS+OSA
 W/BLDS. THERE WILL BE A PMS REGISTER EMBOSS ON CVR
 100#CRYSTAL SILK CVR. 16PP TEXT FORM IS CMYK/K REST
 IS K/K W/BLD ON 70#FSC FINCH CASA OPAQUE BK. CARTON

Stock:

CRYSTAL CTD GLS CV 100.0 # WHITE, SILK Finish

Inks:

STD.PMS-EST. Both Sides
 STD.PMS-EST. Both Sides
 SATIN AQUEOUS CTG(SA)EST Both Sides

Stock:

FSC FINCH CASA OFFSET SMT 70.0 # WHITE, OPAQUE Finish

Inks:

4c Process ink - Est. Side 1
 DENSE K Side 2

Stock:

FSC FINCH CASA OFFSET SMT 70.0 # WHITE, OPAQUE Finish

Ink:

DENSE K Both Sides

Quantity:	20,000	21,700
Estimate Totals:	\$15,644.00	\$16,741.00

Thank You,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 6800 BURLESON ROAD, SUITE 180
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June 11, 2015

Estimate Number: 88563

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY 14-361 ADM VIEWBOOK
 48PP. + 4PP.COVER.
 FLAT SIZE IS 12 X 18, FINISHED SIZE IS 9 X 12.
 CMYK+872+SOFT TOUCH AQ/CMYK+872+SA ON 100# FLO
 GLOSS COVER.TEXT IS CMYK+#872+SA/SAME W/BLD ON
 80#FLO GLOSS BK. TRIM, FOLD & S.S ON 12" SIDE.

Stock:

FLO CTD GLS CV 100.0 # WHITE, GLOSS Finish

Inks:

4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 SOFT TOUCH AQ. (AQXT) EST PMS # 1ST Side 1
 SATIN AQUEOUS CTG(SA)EST Side 2

Stock:

FLO CTD GLS BK 80.0 # WHITE, GLOSS Finish

Inks:

4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 SATIN AQUEOUS CTG(SA)EST Both Sides

Stock:

PRINTED SHEETS CTD GLS BK 80.0 # WHT, GL Finish

Ink:

SOFT TOUCH AQ. (AQXT) EST Both Sides

Quantity:	105,000	120,000
Estimate Totals:	\$96,009.00	\$108,932.00

Thank You,

James F. Adame
Account Executive
CSI

FACILITY LOCATED AT:
 6800 BURLERSON ROAD, SUITE 180
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June 11, 2015

Estimate Number: 88577

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY 14-362 ADM FRESHMAN ROAD
PIECE. 8PP. DOUBLE-GATE FOLD.
FLAT SIZE IS 33.5 X 11.5, FINISHED FOLDED SIZE IS
8.75 X 11.5. CMYK+#872+OSA/SAME W/BLD ON 100#
STERLING MATTE COVER.TRIM, SCORE & FOLD.
SHRINK-WRAP IN 50'S. CARTON PACK CONVENIENT.

Stock:
STERLING CTD DUL CV 100.0 # WHITE, MATTE Finish

Inks:
4c Process ink - Est. Both Sides
METALLIC/FLOURES.-EST. PMS # 872 Both Sides
SATIN AQUEOUS CTG(SA)EST Both Sides

Quantity:	115,000	130,000
Estimate Totals:	\$31,361.00	\$35,086.00

Thank you,

James F. Adame
Account Executive
CSI

FACILITY LOCATED AT:
6800 BURLESON ROAD, SUITE 180
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June 11, 2015

Estimate Number: 88578

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY 14-363 ADM TRANSFER ROAD
 PIECE. 8PP.
 FLAT SIZE IS 33.5 X 11.5, FINISHED FOLDED SIZE IS
 8.75 X 11.5. CMYK+#872+OSA/SAME W/BLD ON 100#
 STERLING MATTE COVER. TRIM, SCORE & FOLD.
 SHRINK-WRAP IN 50'S. CARTON PACK CONVENIENT.

Stock:
 STERLING CTD DUL CV 100.0 # WHITE, MATTE Finish

Inks:
 4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 SATIN AQUEOUS CTG(SA)EST Both Sides

Quantity:	10,000	12,000
Estimate Totals:	\$5,234.00	\$5,877.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 8800 BURLERSON ROAD, SUITE 180
 (512) 478-3448
 FAX (512) 478-3863
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June 11, 2015

Estimate Number: 88278

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

15-381 ADM 8TH - 10TH COMPREHENSIVE
 FLAT SIZE IS 19.625 X 7, FINISHED FOLDED SIZE IS
 5 X 7. CMYK+872 METALLIC/SAME W/BLD ON 100# ACCENT
 OPAQUE COVER.TRIM, SCORE AND 8PP.BARRELL ROLL FOLD
 GLUE DOT SHUT. SPLIT DELIVER TO WACO/SAN MARCOS

Stock:

ACCENT OPAQUE COVER COVER UNCT 100.0 # WHITE, SMOOTH Finish

Inks:

4c Process Ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides

Quantity:	50,000	60,000
Estimate Totals:	\$7,570.00	\$8,728.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
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 (512) 478-3448
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June 11, 2015

Estimate Number: 88279

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

15-380 ADM STUDENT POSTCARDS, 7 TITLES
 50M EACH OF 7, 55M EACH OF 7, 60M EACH OF 7
 FINISHED SIZE IS 7 X 5, CMYK+872 METALLIC/SAME NO/
 BLD ON 100# FLO GLOSS COVER. TRIM AND BOX. SPLIT
 DELIVERIES TO WACO/SAN MARCOS. DO NOT COLLATE.

Stock:
 FLO CTD GLS CV 100.0 # WHITE, GLOSS Finish

Inks:
 4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides

Quantity:	50,000 Each of (7)	60,000 Each of (7)
Estimate Totals:	\$8,395.00	\$9,617.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 6800 BURLESON ROAD, SUITE 180
 (512) 478-3448
 FAX (512) 478-3863
 Toll Free: 1 866 477 8070

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June 11, 2015

Estimate Number: 88580

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - 15-330 BOBCAT DAY PROGRAM
 8PP. SELF-COVER.
 FLAT SIZE IS 17 X 11, FINISHED FOLDED SIZE IS
 8.5 X 11. CMYK/SAME WITH BLEEDS ON 65# COUGAR
 OPAQUE COVER. TRIM, FOLD & SADDLE-STITCH ON THE
 11" SIDE AND CARTON PACK.

Stock:
 ACCENT COVER UNCT 65.0 # WHITE, SMOOTH Finish

Ink:
 4c Process ink - Est. Both Sides

Quantity:	2,000	4,000
Estimate Totals:	\$1,502.00	\$1,893.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 6800 BURLESON ROAD, SUITE 180
 (512) 478-3448
 FAX (512) 478-3863
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June 11, 2015

Estimate Number: 88576

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - 15-222_ADM
 BOBCAT BASICS BOOKLET 92PP. + COVER - SEMI CONCEAL
 COVER FLAT SIZE IS 19 X 9, FINISHED SIZE 6.25 X 9
 CMYK+METALLIC#872/SAME W/BLD ON 130# DT FINCH FINE
 BRIGHT WHITE, ANTIQUE ULTRA SMOOTH CVR. TEXT 12 X 9
 FINISHED 6 X 9. 100# MATCHING TEXT. WIRO ON 9" SIDE

Stock:
 FINCH FINE COVER COVER UNCT 130.0 # BRIGHT WHITE, ULTRA SMOOTH Finish

Inks:
 4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides

Stock:
 FINCH FINE TEXT 100.0 # BRIGHT WHITE, ULTRA SMOOTH Finish

Inks:
 4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides

Quantity:	20,000	25,000
Estimate Totals:	\$43,504.00	\$52,848.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 6800 BURLERSON ROAD, SUITE 180
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 FAX (512) 478-3863
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June 11, 2015

Estimate Number: 88581

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - 13-342 STUDENT HANDBOOK
 230PP. + 4PP. COVER.
 FINISHED SIZE IS 6 X 9, COVER IS 1PMS/SAME W/BLEED
 ON 110# CLASSIC CREST SOLAR WHITE CVR. TEXT IS K/K
 ON 60# OFFSET. TRIM & DOUBLE LOOP WIRO BIND ON THE
 9" SIDE. CARTON PACK FOR DELIVERY TO SAN MARCOS.

Stock:
 CLASSIC CREST COVER UNCT 110.0 # SOLAR WHITE, SMOOTH Finish

Ink:
 STD.PMS-EST. Both Sides

Stock:
 WILLIAMSBURG OFFSET SMT 60.0 # WHITE, SMOOTH Finish

Ink:
 DENSE K Both Sides

Stock:
 WILLIAMSBURG OFFSET SMT 60.0 # WHITE, SMOOTH Finish

Ink:
 DENSE K Both Sides

Quantity:	10,000	15,000
Estimate Totals:	\$26,904.00	\$38,005.00

Thank you,

James F. Adame
 Account Executive
 CSI

FACILITY LOCATED AT:
 6800 BURLESON ROAD, SUITE 180
 (512) 478-3448
 FAX (512) 478-3863
 Toll Free: 1 866 477 8070

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June 11, 2015

Estimate Number: 88582

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY - ADMISSIONS JUNIOR
SCHOLARSHIP MAILER. 16PP. SELF-COVER.
FLAT SIZE IS 8.5 X 11, FINISHED FOLDED SIZE IS
5.5 X 8.5, 1PMS+OSA/SAME WITH BLEEDS ON 80# FRENCH
DUROTONE BUTCHER WHITE TEXT. TRIM, FOLD & TAB WITH
(2) WAFER SEALS. CARTON PACK.

Stock:

FRENCH DUROTONE OFFSET SMT 80.0 # BUTCHER WHITE, SMOOTH Finish

Inks:

STD.PMS-EST. Both Sides
SATIN AQUEOUS CTG(SA)EST Both Sides

Quantity:	1,000	5,000
Estimate Totals:	\$1,532.00	\$2,943.00

Thank you,

James F. Adame
Account Executive
CSI

FACILITY LOCATED AT:
6800 BURLESON ROAD, SUITE 180
(512) 478-3448
FAX (512) 478-3863
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June 11, 2015

Estimate Number: 88585

TEXAS STATE UNIVERSITY OFFICE OF MARKETING
 ATTN: BECKY LOCKHART

DEAR BECKY,

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

TEXAS STATE UNIVERSITY 14-277 FIRST YEAR CALENDAR
 28PP. + 4PP. COVER.
 FLAT SIZE IS 17 X 11, FINISHED SIZE IS 8.5 X 11
 COVER IS CMYK+872+OGA/SAME ON 80#CRYSTAL GLOSS CVR
 TEXT IS CMYK+872+OGA/SAME W/BLDS ON 100#FINCH FINE
 BR WHITE ULTRA SMOOTH TEXT. 1-HOLE DRILL SS ON 11"

Stock:

CRYSTAL CTD GLS CV 80.0 # WHITE, GLOSS Finish

Inks:

4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 GLOSS AQUEOUS CTG(GA)EST Both Sides

Stock:

FINCH FINE OFFSET. SMT 100.0 # BRIGHT WHITE, SMOOTH Finish

Inks:

4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 GLOSS AQUEOUS CTG(GA)EST Both Sides

Stock:

FINCH FINE OFFSET SMT 100.0 # BRIGHT WHITE, SMOOTH Finish

Inks:

4c Process ink - Est. Both Sides
 METALLIC/FLOURES.-EST. PMS # 872 Both Sides
 GLOSS AQUEOUS CTG(GA)EST Both Sides

Quantity:	3,000	3,500
Estimate Totals:	\$7,490.00	\$7,987.00

Thank You,

James F. Adame
Account Executive
CSI

FACILITY LOCATED AT:
 6800 BURLERSON ROAD, SUITE 180
 (512) 478-3448
 FAX (512) 478-3863
 Toll Free: 1 866 477 8070

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HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

RFP NUMBER: 754-15-PRINTING

Project Goal is: 26.0% (Other Services Contracts)

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

June 8, 2015

(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

**See additional attachments:

- HSP Quick Check List
- Monthly Progress Assessment Report (PAR)

HUB Contact: Yolanda Strey, HUB Specialist 512.245.2523 or ys12@txstate.edu

SECTION 1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: Communication Specialists, Inc. State of Texas VID #: 17419306380
 Point of Contact: JAMES F. ADAMS Phone #: (512) 478-3448 EXT
 E-mail Address: jadam@csi.cpsp2.com Fax #: (512) 478-3863 421

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: RFP # 754-15-PRINTING Bid Open Date: 06/17/2015
(mm/dd/yyyy)

Enter your company's name here: Communication Specialists, Inc. Requisition #: RFP# 254-15-Prison

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b. of this SECTION and continue to Item c. of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d. of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: COMMUNICATIONS SPECIALISTS, Inc. Requisition #: RFPA 754-15-9107.MJ

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Communication Specialists, Inc.Requisition #: RFP# 754-15-Pr

INTIN

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Communication Specialists, Inc. has been in the printing & mailing business serving the Greater Austin Community since 1939. We began as a letter stuffing shop & continue to provide web, commercial print, digital print, data processing, mail, fulfillment, binding, distribution & warehousing services to central Texas, state of Texas, national & international customers. We have ample equipment & personnel to fulfill this contract & look forward to the opportunity if awarded this contract.

SECTION-4: AFFIRMATIONAs evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/proc/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

James T. Adams
Signature

James T. Adams
Printed Name

Account Executive 06/15/2015
Title Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: Communication Specialists, Inc. Requisition #: RFP # 754-15-P1

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b. of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: Communication Specialists, Inc. Requisition #: RFP# 754-15-R *writing*

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
Bid Open Date: _____
(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on _____ Date (mm/dd/yyyy)
Central Time

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

TXST: Contract for Printing Services with Capital Printing Company

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

The award of a contract for offset specialty printing services at Texas State University with Capital Printing Company be approved.

Explanation

A Request for Proposal (RFP) to provide specialty offset printing services was posted on the Electronic State Business Daily on May 8, 2015. Texas State received six qualified and HUB compliant responses.

An evaluation committee, consisting of the Director and Associate Director of University Marketing and the Assistant Vice President for Enrollment Management-Undergraduate Admissions, were each given the qualifications proposals to review.

Each evaluation committee member received a copy of all six Respondents' qualifications submittal (no evaluation committee member viewed any pricing proposal). Each was given an evaluation matrix with the criteria and weights specified in the RFP and they evaluated the submissions independently and returned their evaluations to the Purchasing Office for final scoring. The highest normalized score ranked at number one and so on.

The top three companies will be awarded a three-year contract with the option for two one-year renewals.

The total amount for each contract is approximately \$3,000,000.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
CAPITAL PRINTING COMPANY

This Agreement to provide Offset Specialty Printing Services ("Work") is made and entered into effective as of December 1, 2015 ("Effective Date") by and between Texas State University ("University"), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Capital Printing Company ("Contractor") on an "as-needed" non-exclusive basis as requested by the University in accordance with the terms and conditions of this Agreement ("Agreement").

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 three (3) years and will begin on the Effective Date and expire November 30, 2018. University will have the option to renew this Agreement for two (2) additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for Offset Specialty Printing Services 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) ("Final Invoice(s)") to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
- 5.5.1 Contractor is in breach or default under this Agreement; or
 - 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

- 8.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.3 Owner's Protective Liability Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.5 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.

- 8.6 Contractor will deliver to University:
- 8.6.1 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.
- 8.6.2 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.
- 8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and
- 8.7.2 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.

10.1.1 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION** – Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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) if return is not feasible, destroyed. 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. Sponsor 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** – 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 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED

REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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

Attention: Daniel Eggers
Director, Office of University Marketing
601 University Drive, JCK 860
San Marcos, TX 78666
Email: deggers@txstate.edu

with copy to: Texas State University
Attention: Jacque Allbright
Director, Procurement and Strategic Sourcing
601 University Drive, JCK 527
San Marcos, TX 78666
Email: purchasing@txstate.edu

If to Contractor: Capital Printing Company
Attention: Billy Seidel
Vice President, Sales
4001 Caven Road
Austin, TX 78744
Email: billyseidel@capitalprinting.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that

Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101 -20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

- 45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.
- 45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1
- 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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other State agencies, including Institutions of Higher Education, may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Attachment A – Scope of Work
Attachment B – Pricing and Delivery Proposal
RFP incorporated by reference
HUB Subcontracting Plan

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

CAPITAL PRINTING

Brad Phinney, President
Name, Title, Authority

10-20-2015
Date

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

ATTACHMENT A

SECTION 7 – SCOPE OF WORK

7.1 General Requirements:

- 7.1.2 The successful Respondent(s) will be responsible for providing all labor, equipment, material, and consumables necessary for the production of printed material.
- 7.1.3 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual University department. Repetitive poor quality products may result in Contract termination.
- 7.1.4 Proofs may be required and are subject to University approval before completion of the project.
- 7.1.5 Any designs, drawings, pictures, blueprints, etc. provided by the University for use in production of printed material involves property rights of the University and shall be held confidential by the successful Respondent(s).
- 7.1.6 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, and job order number.
- 7.1.7 All work completed will be subject to inspection and approval and the University reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the successful Respondent (s).
- 7.1.8 The University requires the successful Respondent(s) to have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk, or drive). The University generally uses Microsoft Office and Adobe products and vendors must be able to produce copies from all MS Office and Adobe file formats.
- 7.1.9 Print services pricing must be all-inclusive. Pricing must include pick up, delivery, and rush charges, if applicable. If rush fees will be charged, the successful Respondent(s) must specify in the proposal response how the fees will be calculated.
- 7.1.10 Most of the jobs will have camera-ready artwork included. Submit bid prices as if you have received camera-ready artwork from the University.
- 7.1.11 Delivered jobs must be packaged weighing less than 40lbs. each.
- 7.1.12 Successful Respondent must be able to provide such miscellaneous services to be quoted on a per job basis.
- 7.1.13 Any artwork done by the successful Respondent is the property of the University, but can be retained by the successful Respondent for future work.
- 7.1.14 Invoices will be submitted per job.

7.2 The University has generally had the following printing needs:

- Posters
- Banners
- Large Format Color Printing up to 40"

- Lamination
- Finishing
- Stapling (1,2 or 3 staples)
- Cutting
- Folding (tri-fold, accordion, roll, gate, and z fold)
- Padding
- Scoring
- Perforating
- Laminating
- Comb binding (plastic, 15-19 rings in assorted colors)
- Coil binding
- Velo binding
- Tape binding
- Thermal binding
- Stitch binding
- Post binding
- Wire-O binding
- Collating (hand)
- Inserting (hand)
- Tabs (insertion)
- Tab printing (mylar)
- Booklet making
- Dye cut
- Sequential numbering
- UV coating
- Aqueous coating

This list is not intended to be a complete list of University printing services.

7.3 CONDITIONS

- 7.3.1 Delivery time will be no more than ten (10) working days from signed proof for all projects unless prior agreement has been reached with Texas State University. Delivery for rush or expedited orders will be negotiated at the time the order is placed.
- 7.3.2 Successful Respondent(s) must match type style, print position, logos, and ink colors.
- 7.3.3 Pricing quotes will be all inclusive of artwork, negatives, raw materials, production costs, and freight. No other charges will be allowed. No variation from specifications or samples will be allowed. The University does not pay State of Texas sales tax.
- 7.3.4 The successful Respondent(s) shall be able to accept orders via University purchase orders. The University can submit these by fax or email depending on the successful Respondent's preference. **No work shall proceed at any time unless a valid purchase order has been received by the successful Respondent(s).**
- 7.3.5 UNIVERSITY LOGOS: Actual logos to be used in ordering will be delivered with the Purchase Order. Formats accepted shall be BMP, PDF, TIF, and JPEG. In no event should the successful Respondent(s) accept a logo or artwork that is not included with the Purchase Order. All artwork and logos must comply with the University's identity guidelines. The guidelines are available at <http://www.umarketing.txstate.edu/>

7.4. PACKAGING

- 7.4.1. Place project into uniform boxes not to exceed 40 pounds.
- 7.4.2. Attach a photocopy of the Purchase Order to the outside of one box.
- 7.4.3. Indicate on the outside of each box:
 - a. Quantity stored in each box
 - b. Purchase Order number
 - c. Name of Project

7.5 DELIVERY

DELIVER PROOFS TO:

Creative Director
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666

DELIVER FINAL PRINTED PROJECTS TO:

Texas State University
University Distribution Center
305 River Ridge Parkway
San Marcos, TX 78666
8:30 a.m. - 3:30 p.m.

Attempt to deliver only during this period unless prior arrangements have been made with Central Receiving Warehouse personnel at 512.245.2558 and confirmed to the university in writing to Roque Prado JR.

DELIVER 10 PRINTED SAMPLES TO:

Project Coordinator
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666 512.245.2558

7.6 ADDITIONAL NOTES

The printer is responsible for the cost of shipping proofs via next day service provider to Texas State University. The printer is responsible for the cost of shipping the project in its entirety to the University Distribution Center (Central Receiving) address. Please include all costs in the base price. All materials furnished by Texas State University must be returned before payment is made. All items must be received and accounted for at Texas State University Central Receiving before payment is made. Texas State University DOES NOT adhere to the industry standard $\pm 10\%$. The quantity listed above must be met. Quantity less than that listed in our PO will be considered an incomplete order. Incomplete orders are not subject to payment. Items in excess of the quantity listed above will be considered overs for which Texas State University is not fiscally responsible. The printer is responsible for minor prepress edits. Texas State's standard payment terms are NET 30 Days in accordance with Texas Government Code section 2251 "Prompt Payment", unless otherwise noted on the purchase order.

ATTACHMENT B



PRICING AND DELIVERY PROPOSAL

RFP # 754-15-PRINT

June 17, 2015

PREPARED FOR:



SECTION 8 – PRICING AND DELIVERY PROPOSAL

Proposal of: Capital Printing Co, Ltd.
 (Respondent Company Name)

To: Texas State University

RFP #754-15-PRINTING

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Offset Specialty Printing Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Below is a representation of some of our typical signature pieces. Realizing that the specifications may change during the course of the contract for these signature pieces please cost each representation as the specifications are currently.

Description	Hillviews Mag: 15-157 Spring 2015; 60 pgs. + cover		
Page Count	60 Pages + 4 Page Cover		
Size	Final Size : 8 3/8 x 10 7/8		
	bleeds : 4 Sides		
Prepress	File Prep, Imposition, Color Proof		
Ink	5/5+ Gloss Aqueous Process		
	4/4 Process		
Paper	100.0 lb Crystal Gloss Book		
	70.0 lb Crystal Gloss Book		
Finishing	Perfect Bind		
Shipping	Skid Pack		
Quantity	20,000		20,000 QTY = \$20,849
	21,000	TOTAL COST FOR JOB	\$ 21,000 QTY = \$21,627

Description	Commencement Program		
Page Count	48 Pages + Page Cover		
Size	Final Size : 7 x 10		
	bleeds : 4 sides		
Prepress	Preflight, File Prep, Imposition, Color Proof		
Cover Ink	2/1 + Satin Aqueous PMS Register Emboss/ score		
1-16 page form	4/1 Process		
Rest of Text	1/1 black		
Cover Paper	100.0 lb Crystal Silk Cover		
Text Paper	70.0 lb FSC finch casa opaque book		
Finishing	Cutting – Post Press, Stitch		
Shipping	Carton Pack 40lbs Per, Skid Pack		
Quantity	20,000		20,000 QTY = \$16,709
	21,700	TOTAL COST FOR JOB	\$ 21,700 QTY = \$17,905

REF 754-15-PRINTING

Description	14-361 Admissions Viewbook	
Page Count	48 Pages + 4 page cover	
Size	Final Size : 9 x 12	
	Bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Soft Touch 1S/Satin 1S Aqueous Process	
	5/5+ Satin Aqueous Process	
Paper	100.0 lb Flo Gloss Cover	
	80.0 lb Flo Gloss Book	
Finishing	Cutting – Post Press, Stitch	
Quantity	105,000	105,000 QTY = \$87,980
	120,000	120,000 QTY = \$99,998
	TOTAL COST FOR JOB	\$

Description	14-362 Freshman Road Piece	
Size	Flat size is 33 1/2 x 11 1/2 Final Size: 8 3/4 x 11 1/2	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Satin Aqueous Process	
Paper	100.0 lb Sterling Matte cover	
Finishing	Cutting- Post Press, Folding Conventional, Score	
Shipping	Shrinkwrap, Carton Pack 30lbs Per, Local Delivery	
Quantity	115,000	115,000 QTY = \$31,846
	130,000	130,000 QTY = \$37,930
	TOTAL COST FOR JOB	\$

Description	14-363 Transfer Road Piece	
Size	Flat 33 1/2 x 8 1/2 Final Size: 8 3/4 x 11 1/2	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Satin Aqueous Process	
Paper	100.0 lb Sterling Matte cover	
Finishing	Cutting- Post Press, Folding Conventional	
Shipping	Shrinkwrap, Carton Pack 30lbs Per, Local Delivery	
Quantity	10,000	10,000 QTY = \$4,048
	12,000	12,000 QTY = \$4621
	TOTAL COST FOR JOB	\$

Description	15-381 ADM 8 th – 10 th Comp. 5/5, 5-up s/w, Accent	
Size	Flat size 19 5/8 x 7 and Final Size: 5 x 7	
	bleeds : 4 sides	
Prepress	Digital PDF Proof, Imposition, Color Proof	
Ink	5/5 Process	
Paper	100.0 lb Accent Opaque Cover	
Finishing	Cut, score, fold and glue according to postal regulations	
Shipping	Ship 80% to Waco mailhouse and 20% to 78666	
Quantity	50,000	50,000 QTY = \$8,219
	60,000	60,000 QTY = \$9,507
	TOTAL COST FOR JOB	\$

Description	15-380 ADM St. PCs 7 Vers. 100# Flo, 5x7, 5/5	
Size	Flat size 5 x 7 bleeds : 4 sides	
Prepress	Digital PDF Proof, Imposition, Color Proof	
Ink	5/5 Process	
Paper	100.0 lb Flo Gloss Cover	
Finishing	Cutting- Post Press	
Shipping	Ship 80% to Waco and 20% to 78666	
Quantity	50,000 Each of 7	50,000 QTY = \$8,634
	60,000 Each of 7	60,000 QTY = \$10,025
	TOTAL COST FOR JOB	\$

Description	15-330 Bobcat Day Program	
Page Count	8 Pages	
Size	Final Size: 8 1/2 x 11 bleeds: 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	4/4 Process	
Paper	65.0 lb Cougar Opaque Cover	
Finishing	Cutting - Post Press, Folding Conventional, Stitch	
Shipping	Carton Pack FOB 78666	
Quantity	2,000	2,000 QTY = \$1,382
	4,000	4,000 QTY = \$1,921
	TOTAL COST FOR JOB	\$

Description	14-028 Bobcat Basics: Semi conceal wire-0,92+cover	
Page Count	96 Pages	
Size	Final Size: 18 x 9 bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof Preflight, File Prep, Imposition, Color Proof	
Ink Text	6/6 Process 5/5 Process	
Paper	130.0 lb Finch Fine br wh ultra smooth cover 100.0 lb Finch Fine br wh ultra smooth txt	
Finishing	LP score, cover, trim, collate sigs, Wiro Bind Cutting - Post Press, Folding Conventional	
Shipping	Skid Pack	
Quantity	20,000	20,000 QTY = \$51,572
	25,000	25,000 QTY = \$63,784
	TOTAL COST FOR JOB	\$

Description	13-342 Tx State Student Handbook: (6 x 9)	
Page Count	230 Pages + 4 Page Cover	
Size	Final Size: 6 x 9 bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition	
Ink Cover	1/1 PMS	
Ink text	1/1 black	
Paper	110.0 lb Classic Crest Solar white cover	

Finishing	60.0 lb Husky Offset		
Shipping	Semi conceal dbl loop wire-0		
Quantity	Skid Pack		10,000 QTY = \$23,780
	10,000		
	15,000	TOTAL COST FOR JOB	\$ 15,000 QTY = \$33,491

Description	Admissions Junior Scholarship Mailer		
Page Count	16 Pages		
Size	Final Size: 5 1/2 x 9 1/2		
	bleeds : 4 sides		
Prepress	Preflight, File Prep, Imposition		
Ink	1/1+ Satin Aqueous PMS		
Paper	80.0 lb French Durotone 80# butcher white text		
Finishing	Cut, score, fold and tab with two wafers		
Shipping	Carton Pack		
Quantity	1,000		1,000 QTY = \$1,428
	5,000	TOTAL COST FOR JOB	\$ 5,000 QTY = \$2,768

Description	14-277 First Year Calendar		
Page Count	32 Pages		
Size	Final Size: 8 1/2 x 11		
	bleeds : 4 sides		
Prepress	Preflight, File Prep, Imposition, Color Proof		
Ink	5/5+ Gloss Aqueous Process		
Paper	80.0 lb Crystal Gloss Book		
	100.0 lb Finch Fine br wh ultra smooth txt		
Finishing	Folding Conventional, 3 Hole/Calendar Punch on Stitcher, Stitch		
Shipping	Shrinkwrap, Carton Pack fob 78666		
Quantity	3,000		3,000 QTY = \$3,676
	3,500	TOTAL COST FOR JOB	\$ 3,500 QTY = \$3,983



PRINTING

WLS Subcontracting Plan

RFP # 754-15-PRINT

June 17, 2015

PREPARED FOR:

TEXAS

STATE
UNIVERSITY
SAN MARCOS



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by GPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

RFP NUMBER: 754-15-PRINTING

Project Goal is: 26.0% (Other Services Contracts)

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

June 8, 2015
(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

****See additional attachments:**

- HSP Quick Check List
- Monthly Progress Assessment Report (PAR)

HUB Contact: Yolanda Strey, HUB Specialist 512.245.2523 or ys12@txstate.edu

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: Capital Printing Co, Ltd. State of Texas VID #: 500016839
 Point of Contact: Billy Seidel Phone #: (512) 442-1415
 E-mail Address: billyseidel@capitalprintingco.com Fax #: (512) 442-1448

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: 754 - 15 - PRINT Bid Open Date: 06/17/2015
(mm/dd/yyyy)

Billy Seidel

Enter your company's name here: Capital Printing Co, Ltd. Requisition #: 754 - 15 - PRINT

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work; to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Embossing	1 %	%	%
2	Scoring	1 %	%	%
3	PUR Binding	2 %	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Capital Printing Co, Ltd. Requisition #: 754 - 15 - PRINT

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Captial Printing Co, Ltd. Requisition #: 754 - 15 - PRINT

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

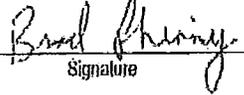
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.wa.gov/state/courcourcennall/courcourcennall/hub-forms/progressassessment.html>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Signature	<u>Brad Phinny</u> Printed Name	<u>President</u> Title	<u>06/17/2015</u> Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev 10/11

Enter your company's name here: Capital Printing Co, Ltd. Requisition #: 754 - 15 - PRINT

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/proc/hub/hub-forms/hub-subcont-plan-gfe-attach-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.state.tx.us/hqs/e-mhlssearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/hub-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev 10/14

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities in two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____
 Point-of-Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than Select on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

TXST: Contract for Printing Services with The Whitley Group, LLC

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

The award of a contract for offset specialty printing services at Texas State University with The Whitley Group, LLC be approved.

Explanation

A Request for Proposal (RFP) to provide specialty offset printing services was posted on the Electronic State Business Daily on May 8, 2015. Texas State received six qualified and HUB compliant responses.

An evaluation committee, consisting of the Director and Associate Director of University Marketing and the Assistant Vice President for Enrollment Management-Undergraduate Admissions, were each given the qualifications proposals to review.

Each evaluation committee member received a copy of all six Respondents' qualifications submittal (no evaluation committee member viewed any pricing proposal). Each was given an evaluation matrix with the criteria and weights specified in the RFP and they evaluated the submissions independently and returned their evaluations to the Purchasing Office for final scoring. The highest normalized score ranked at number one and so on.

The top three companies will be awarded a three-year contract with the option for two one-year renewals.

The total amount for each contract is approximately \$3,000,000.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
THE WHITLEY GROUP, LLC

This Agreement to provide Offset Specialty Printing Services (“Work”) is made and entered into effective as of December 1, 2015 (“Effective Date”) by and between Texas State University (“University”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and The Whitley Group, LLC (“Contractor”) on an "as-needed" non-exclusive basis as requested by the University in accordance with the terms and conditions of this Agreement (“Agreement”).

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 three (3) years and will begin on the Effective Date and expire November 30, 2018. University will have the option to renew this Agreement for two (2) additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for Offset Specialty Printing Services 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) ("Final Invoice(s)") to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
- 5.5.1 Contractor is in breach or default under this Agreement; or
 - 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

- 8.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.3 Owner's Protective Liability Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.5 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.

- 8.6 Contractor will deliver to University:
- 8.6.1 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.
- 8.6.2 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.
- 8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and
- 8.7.2 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.

10.1.1 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION – Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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) if return is not feasible, destroyed. 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. Sponsor 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** – 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. **COMPLAINEE WITH UNIVERSITY POLICIES –**

Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED

REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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

Attention: Daniel Eggers
Director, Office of University Marketing
601 University Drive, JCK 860
San Marcos, TX 78666
Email: deggers@txstate.edu

with copy to: Texas State University
Attention: Jacque Allbright
Director, Procurement and Strategic Sourcing
601 University Drive, JCK 527
San Marcos, TX 78666
Email: purchasing@txstate.edu

If to Contractor: The Whitley Group, LLC
Attention: Melissa Walker
Executive Vice President
4129 Commercial Drive, #400
Austin, TX 78744
Email: sharon.haney@whitleyplus.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that

Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101-20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.

45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1

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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other State agencies, including Institutions of Higher Education, may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Attachment A – Scope of Work
Attachment B – Pricing and Delivery Proposal
RFP incorporated by reference
HUB Subcontracting Plan

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

THE WHITLEY GROUP, LLC

MELISSA WALKER

Name, Title, Authority

SVP Whitley Group



Date

10/20/2015

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

ATTACHMENT A

SECTION 7 – SCOPE OF WORK

7.1 General Requirements:

- 7.1.2 The successful Respondent(s) will be responsible for providing all labor, equipment, material, and consumables necessary for the production of printed material.
- 7.1.3 Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the individual University department. Repetitive poor quality products may result in Contract termination.
- 7.1.4 Proofs may be required and are subject to University approval before completion of the project.
- 7.1.5 Any designs, drawings, pictures, blueprints, etc. provided by the University for use in production of printed material involves property rights of the University and shall be held confidential by the successful Respondent(s).
- 7.1.6 All packages, boxes, and cartons shall be labeled as to contents, purchase order number, and job order number.
- 7.1.7 All work completed will be subject to inspection and approval and the University reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the successful Respondent (s).
- 7.1.8 The University requires the successful Respondent(s) to have the capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk, or drive). The University generally uses Microsoft Office and Adobe products and vendors must be able to produce copies from all MS Office and Adobe file formats.
- 7.1.9 Print services pricing must be all-inclusive. Pricing must include pick up, delivery, and rush charges, if applicable. If rush fees will be charged, the successful Respondent(s) must specify in the proposal response how the fees will be calculated.
- 7.1.10 Most of the jobs will have camera-ready artwork included. Submit bid prices as if you have received camera-ready artwork from the University.
- 7.1.11 Delivered jobs must be packaged weighing less than 40lbs. each.
- 7.1.12 Successful Respondent must be able to provide such miscellaneous services to be quoted on a per job basis.
- 7.1.13 Any artwork done by the successful Respondent is the property of the University, but can be retained by the successful Respondent for future work.
- 7.1.14 Invoices will be submitted per job.

7.2 The University has generally had the following printing needs:

- Posters
- Banners
- Large Format Color Printing up to 40”

- Lamination
- Finishing
- Stapling (1,2 or 3 staples)
- Cutting
- Folding (tri-fold, accordion, roll, gate, and z fold)
- Padding
- Scoring
- Perforating
- Laminating
- Comb binding (plastic, 15-19 rings in assorted colors)
- Coil binding
- Velo binding
- Tape binding
- Thermal binding
- Stitch binding
- Post binding
- Wire-O binding
- Collating (hand)
- Inserting (hand)
- Tabs (insertion)
- Tab printing (mylar)
- Booklet making
- Dye cut
- Sequential numbering
- UV coating
- Aqueous coating

This list is not intended to be a complete list of University printing services.

7.3 CONDITIONS

- 7.3.1 Delivery time will be no more than ten (10) working days from signed proof for all projects unless prior agreement has been reached with Texas State University. Delivery for rush or expedited orders will be negotiated at the time the order is placed.
- 7.3.2 Successful Respondent(s) must match type style, print position, logos, and ink colors.
- 7.3.3 Pricing quotes will be all inclusive of artwork, negatives, raw materials, production costs, and freight. No other charges will be allowed. No variation from specifications or samples will be allowed. The University does not pay State of Texas sales tax.
- 7.3.4 The successful Respondent(s) shall be able to accept orders via University purchase orders. The University can submit these by fax or email depending on the successful Respondent's preference. **No work shall proceed at any time unless a valid purchase order has been received by the successful Respondent(s).**
- 7.3.5 UNIVERSITY LOGOS: Actual logos to be used in ordering will be delivered with the Purchase Order. Formats accepted shall be BMP, PDF, TIF, and JPEG. In no event should the successful Respondent(s) accept a logo or artwork that is not included with the Purchase Order. All artwork and logos must comply with the University's identity guidelines. The guidelines are available at <http://www.umarketing.txstate.edu/>

7.4. PACKAGING

- 7.4.1. Place project into uniform boxes not to exceed 40 pounds.
- 7.4.2. Attach a photocopy of the Purchase Order to the outside of one box.
- 7.4.3. Indicate on the outside of each box:
 - a. Quantity stored in each box
 - b. Purchase Order number
 - c. Name of Project

7.5 DELIVERY

DELIVER PROOFS TO:

Creative Director
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666

DELIVER FINAL PRINTED PROJECTS TO:

Texas State University
University Distribution Center
305 River Ridge Parkway
San Marcos, TX 78666
8:30 a.m. - 3:30 p.m.

Attempt to deliver only during this period unless prior arrangements have been made with Central Receiving Warehouse personnel at 512.245.2558 and confirmed to the university in writing to Roque Prado JR.

DELIVER 10 PRINTED SAMPLES TO:

Project Coordinator
Texas State University
Office of University Marketing
601 University Drive JCK 860
San Marcos, TX 78666 512.245.2558

7.6 ADDITIONAL NOTES

The printer is responsible for the cost of shipping proofs via next day service provider to Texas State University. The printer is responsible for the cost of shipping the project in its entirety to the University Distribution Center (Central Receiving) address. Please include all costs in the base price. All materials furnished by Texas State University must be returned before payment is made. All items must be received and accounted for at Texas State University Central Receiving before payment is made. Texas State University DOES NOT adhere to the industry standard $\pm 10\%$. The quantity listed above must be met. Quantity less than that listed in our PO will be considered an incomplete order. Incomplete orders are not subject to payment. Items in excess of the quantity listed above will be considered overs for which Texas State University is not fiscally responsible. The printer is responsible for minor prepress edits. Texas State's standard payment terms are NET 30 Days in accordance with Texas Government Code section 2251 "Prompt Payment", unless otherwise noted on the purchase order.

ATTACHMENT B

SECTION 8 – PRICING AND DELIVERY PROPOSAL

Proposal of: The Whitley Group
 (Respondent Company Name)

To: Texas State University

RFP #754-15-PRINTING

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Offset Specialty Printing Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Below is a representation of some of our typical signature pieces. Realizing that the specifications may change during the course of the contract for these signature pieces please cost each representation as the specifications are currently.

Description	Hillviews Mag: 15-157 Spring 2015; 60 pgs. + cover	
Page Count	60 Pages + 4 Page Cover	
Size	Final Size : 8 3/8 x 10 7/8 bleeds : 4 Sides	
Prepress	File Prep, Imposition, Color Proof	
Ink	5/5+ Gloss Aqueous Process 4/4 Process	
Paper	100.0 lb Crystal Gloss Book 70.0 lb Crystal Gloss Book	
Finishing	Perfect Bind	
Shipping	Skid Pack	
Quantity	20,000	20K - \$22,995
	21,000	21K - \$23,995
	TOTAL COST FOR JOB	\$ <u>23,995</u>

Description	Commencement Program	
Page Count	48 Pages + Page Cover	
Size	Final Size : 7 x 10 bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Cover Ink	2/1 + Satin Aqueous PMS Register Emboss/ score	
1-16 page form	4/1 Process	
Rest of Text	1/1 black	
Cover Paper	100.0 lb Crystal Silk Cover	
Text Paper	70.0 lb FSC finch casa opaque book	
Finishing	Cutting – Post Press, Stitch	
Shipping	Carton Pack 40lbs Per, Skid Pack	
Quantity	20,000	20K - \$16,995
	21,700	21,700 - \$17,998
	TOTAL COST FOR JOB	\$ <u>17,998</u>

Description	14-361 Admissions Viewbook	
Page Count	48 Pages + 4 page cover	
Size	Final Size : 9 x 12	
	Bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Soft Touch 1S/Satin 1S Aqueous Process	
	5/5+ Satin Aqueous Process	
Paper	100.0 lb Flo Gloss Cover	
	80.0 lb Flo Gloss Book	
Finishing	Cutting - Post Press, Stitch	
Quantity	105,000	105K - \$199,956
	120,000	120K - \$109,959
	TOTAL COST FOR JOB	\$ _____

Description	14-362 Freshman Road Piece	
Size	Flat size is 33 1/2 x 11 1/2 Final Size: 8 3/4 x 11 1/2	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Satin Aqueous Process	
Paper	100.0 lb Sterling Matte cover	
Finishing	Cutting- Post Press, Folding Conventional, Score	
Shipping	Shrinkwrap, Carton Pack 30lbs Per, Local Delivery	
Quantity	115,000	115K - \$32,996.
	130,000	130K - \$36,986.
	TOTAL COST FOR JOB	\$ _____

Description	14-363 Transfer Road Piece	
Size	Flat 33 1/2 x 8 1/2 Final Size: 8 3/4 x 11 1/2	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	5/5+ Satin Aqueous Process	
Paper	100.0 lb Sterling Matte cover	
Finishing	Cutting- Post Press, Folding Conventional	
Shipping	Shrinkwrap, Carton Pack 30lbs Per, Local Delivery	
Quantity	10,000	10K - \$3979.
	12,000	12K - \$4499.
	TOTAL COST FOR JOB	\$ _____

Description	15-381 ADM 8 th - 10 th Comp. 5/5, 5-up s/w, Accent	
Size	Flat size 19 5/8 x 7 and Final Size: 5 x 7	
	bleeds : 4 sides	
Prepress	Digital PDF Proof, Imposition, Color Proof	
Ink	5/5 Process	
Paper	100.0 lb Accent Opaque Cover	
Finishing	Cut, score, fold and glue according to postal regulations	
Shipping	Ship 80% to Waco mailhouse and 20% to 78666	
Quantity	50,000	50K - \$7992
	60,000	60K - \$8987
	TOTAL COST FOR JOB	\$ _____

Description	15-380 ADM St. PCs 7 Vers. 100# Flo, 5x7, 5/5	
Size	Flat size 5 x 7	
	bleeds : 4 sides	
Prepress	Digital PDF Proof, Imposition, Color Proof	
Ink	5/5 Process	
Paper	100.0 lb Flo Gloss Cover	
Finishing	Cutting- Post Press	
Shipping	Ship 80% to Waco and 20% to 78666	
Quantity	50,000 Each of 7	
	60,000 Each of 7 TOTAL COST FOR JOB	50K - \$8984 60K - \$9898.

Description	15-330 Bobcat Day Program	
Page Count	8 Pages	
Size	Final Size: 8 1/2 x 11	
	bleeds: 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
Ink	4/4 Process	
Paper	65.0 lb Cougar Opaque Cover	
Finishing	Cutting - Post Press, Folding Conventional, Stitch	
Shipping	Carton Pack FOB 78666	
Quantity	2,000	
	4,000 TOTAL COST FOR JOB	2K - \$1295 \$4K - \$1897

Description	14-028 Bobcat Basics: Semi conceal wire-0,92+cover	
Page Count	96 Pages	
Size	Final Size: 18 x 9	
	bleeds : 4 sides	
Prepress	Preflight, File Prep, Imposition, Color Proof	
	Preflight, File Prep, Imposition, Color Proof	
Ink Text	6/6 Process	
	5/5 Process	
Paper	130.0 lb Finch Fine br wh ultra smooth cover	
	100.0 lb Finch Fine br wh ultra smooth txt	
Finishing	LP score, cover, trim, collate sigs, Wiro Bind	
	Cutting - Post Press, Folding Conventional	
Shipping	Skid Pack	
Quantity	20,000	
	25,000 TOTAL COST FOR JOB	20K - \$59,985 25K - \$73,975

Description	13-342 Tx State Student Handbook: (6 x 9)
Page Count	230 Pages + 4 Page Cover
Size	Final Size: 6 x 9
	bleeds : 4 sides
Prepress	Preflight, File Prep, Imposition
Ink Cover	1/1 PMS
Ink text	1/1 black
Paper	110.0 lb Classic Crest Solar white cover

Finishing	60.0 lb Husky Offset		
Shipping	Semi conceal dbl loop wire-0		
Quantity	Skid Pack		
	10,000		10K - \$24,950.
	15,000	TOTAL COST FOR JOB	<u>\$5K - \$35,969.</u>

Description	Admissions Junior Scholarship Mailer		
Page Count	16 Pages		
Size	Final Size: 5 1/2 x 9 1/2		
	bleeds : 4 sides		
Prepress	Preflight, File Prep, Imposition		
Ink	1/1+ Satin Aqueous PMS		
Paper	80.0 lb French Durotone 80# butcher white text		
Finishing	Cut, score, fold and tab with two wafers		
Shipping	Carton Pack		
Quantity	1,000		1K - \$1297.
	5,000	TOTAL COST FOR JOB	<u>\$5K - \$3479</u>

Description	14-277 First Year Calendar		
Page Count	32 Pages		
Size	Final Size: 8 1/2 x 11		
	bleeds : 4 sides		
Prepress	Preflight, File Prep, Imposition, Color Proof		
Ink	5/5+ Gloss Aqueous Process		
Paper	80.0 lb Crystal Gloss Book		
	100.0 lb Finch Fine br wh ultra smooth txt		
Finishing	Folding Conventional, 3 Hole/Calendar Punch on Stitcher, Stitch		
Shipping	Shrinkwrap, Carton Pack fob 78666		
Quantity	3,000		3K - \$5974.
	3,500	TOTAL COST FOR JOB	<u>\$3500 - \$6494</u>



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

RFP NUMBER: 754-15-PRINTING

Project Goal is: 26.0% (Other Services Contracts)

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

June 8, 2015
(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

**See additional attachments:

- HSP Quick Check List
- Monthly Progress Assessment Report (PAR)

HUB Contact: Yolanda Strey, HUB Specialist 512.245.2523 or ys12@txstate.edu

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: The Whitley Group State of Texas VID #: 47-1909 903
 Point of Contact: SHARON HANEY Phone #: 512-284-0941
 E-mail Address: SHARON.HANEY@whitleyplus.com Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: RFP 754-15-PRINTING Bid Open Date: 6/17/15 2:00 pm
(mm/dd/yyyy)

Enter your company's name here: The Whitley Group Requisition #: 754-15-PRINTING

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

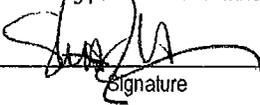
- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

FYI - WE ARE CURRENTLY IN A MENTOR PROTEGE PROGRAM WITH TRACHOND

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 _____
 Signature

SHARON HALSEY _____
 Printed Name

SALES _____
 Title

6/15/15 _____
 Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Enter your company's name here: The Whitley Group

Requisition #: 754-15-PRINTING

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	BINDING	14 %	%	%
2	PAPER ACQUISITION	14 %	%	%
3	MISC. PRINTING - low volume	2 %	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the Agency Special Instructions/Additional Requirements.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

TXST: Diesel Fuel Contract

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

The bulk diesel fuel contract between Petroleum Traders Corporation and Texas State University for a term of two years beginning December 1, 2015, through November 30, 2017, with an option to renew for an additional three one-year terms, be approved.

Explanation

In May 2014, Texas State University requested authorization to issue a purchase requisition to RKA Petroleum Company, Inc. from September 1, 2014, through February 28, 2016, for the purchase of diesel fuel for the operation of the Texas State Shuttle. Texas State expected to partner with Capital Metropolitan Transit Authority (Capital Metro) in summer 2015 on their new diesel fuel solicitation. During discussions with Capital Metro in Spring 2015, Texas State learned that Capital Metro intended to execute an option extending their existing relationship with their current vendor. As a result of not having the option to jointly bid diesel fuel with Capital Metro and since the expiration of Texas State's current authorization with RKA Petroleum was coming up in February 2016, Texas State issued an invitation for bid (IFB) in June 2015 for the purchase of bulk diesel fuel.

The IFB stated that the basis for the award would be the lowest mark-up from the daily Oil Price Information Service (OPIS) Low Contract Rack Petroleum Administration for Defense Districts (PADD) #3, Austin, Texas for Texas Low Emission – Clear On Road Diesel. The mark-up includes all costs to load, deliver, transport, unloading, administration, and or any other cost associated with the purchase and delivery of the diesel fuel. Taxes were excluded from the calculations. The PADD price provided the vendors was \$1.8585. Nine bids were received and the low bidder, Petroleum Traders Corporation, was identified with mark-up costs of \$.0268 for years one and two, \$.0284 for year three, \$.0298 for year four, and \$.0306 for year five. The five-year mark-up price provided by Petroleum Traders Corporation was lower than the first-year mark-up price provided by the next bidder at \$.03859. The contract is for the period of two base years and the option of three one-year options. The current annual diesel fuel consumption is an estimated 200,000 gallons per year. The total cost of diesel fuel for the base two-year period and ultimately five-year period, should Texas State choose to execute all options on the contract, cannot be determined since the PADD price fluctuates.

A copy of the contract is included as an attachment.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
PETROLEUM TRADERS CORPORATION

This Agreement to provide **Texas Low Emission (TXLED) - Clear on Road Diesel** ("Work") is made and entered into effective as of December 1, 2015 ("Effective Date") by and between Texas State University ("University"), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Petroleum Traders Corporation ("Contractor").

In consideration of the mutual promises and covenants contained in the Agreement, University and Contractor agree as follows:

1. **TERM** – The initial term of this Agreement will be for two years and will begin on the Effective Date and expire November 30, 2017. University will have the option to renew this Agreement for three additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work for Texas Low Emission (TXLED) - Clear on Road Diesel** 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) ("Final Invoice(s)") to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.
 - 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any

payment to Contractor if any one or more of the following conditions exist:

- 5.5.1 Contractor is in breach or default under this Agreement; or
 - 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
 - 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
 - 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
 - 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and
 - 8.2 Contractor's Public 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 Owner's Protective Liability Insurance limits of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

8.4 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

8.5 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.

8.6 Contractor will deliver to University:

8.6.1 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.

8.6.2 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.

8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:

8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and

8.7.2 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.

10.1.1 **Contract Vendor Employee Background Check Policies.** System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 **Due Diligence on Vendors.** Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**
13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION** – Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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) if return is not feasible, destroyed. 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. Sponsor 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** – 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. **COMPLAINCE WITH UNIVERSITY POLICIES –**

Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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
 Attention: Steven Herrera
 Manager Shuttle Service

601 University Dr., COM 228
San Marcos, TX 78666
Email: srh117@txstate.edu

with copy to: Texas State University
Attention: Director, Procurement and Strategic Sourcing
601 University Dr., JCK 527
San Marcos, TX 78666
Email: ja14@txstate.edu

If to Contractor: Petroleum Traders Corporation
Attention: Gayle Newton
Contract Sales Manager
7120 Pointe Inverness Way
gnewton@petroleumtraders.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN – NOT APPLICABLE**
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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other Institutions of Higher Education may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.

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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Scope of Work
Pricing and Delivery Proposal
Invitation For Bid

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

PETROLEUM TRADERS CORPORATION:

Gayle Newton
Name, Title, Authority

10/21/2015
Date

Gayle Newton - Contract Sales Manager

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date



TEXAS STATE UNIVERSITY
INVITATION FOR BIDS (IFB)

IFB NO. ▶ 754-15-Texas Low Emission (TXLED) - Clear on Road Diesel
BID DUE ▶ August 3, 2015 at 3:00 PM

BIDDER AGREES TO COMPLY WITH ALL TERMS & CONDITIONS OF THIS IFB

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

FAILURE TO SIGN WILL DISQUALIFY BID

Gayle Newton 7/30/2015
AUTHORIZED SIGNATURE DATE
Gayle Newton, Contract Sales Manager

RETURN BIDS TO:

Texas State University
Attn: Judi Nicholson
601 University Drive
J.C. Kellam Building, Room 527
San Marcos, TX 78666

Vendor Name: Petroleum Traders Corporation

Vendor Address: 7120 Pointe Inverness Way

City/State/Zip: Fort Wayne IN, 46804

Telephone/Fax: 800-348-5843 option 4

E-Mail: gnewton@petroleumtraders.com

Vendor ID #: 35-1462227

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

3	5	-	1	4	6	2	2	2	7
---	---	---	---	---	---	---	---	---	---

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

PREFERENCES

See Section 2.30 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.30

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

**STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. BIDDING REQUIREMENTS:

- 1.1 Submit bids on this Form. Each bid shall be properly identified with Bid Invitation No. and Opening Date. Bids must be received at the designated place on or before opening date and time shown on this Invitation Form. Late or unsigned bids will not be considered. Person signing bid must have the authority to bind the firm in a contract.
- 1.2 **AWARD NOTICE:** The University reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the University and to reject any and all bid items at the sole discretion of the University. The University also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the University.
- 1.3 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the University based on an acceptable written reason.
- 1.4 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. Unit prices shall govern, including in case of errors. Bid prices will be considered firm for acceptance within 30 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.5 University is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid, Tax Exemption Certificate furnished upon request.
- 1.6 Bids must give full name and address of bidder. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided.
- 1.7 The TINS ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter Bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. Bidder will provide the name and Social Security Number for each person having at least 25% ownership interest in Bidder. This disclosure is mandatory pursuant to Section 231.006, Texas Family Code, and will be used for the purpose of determining whether an owner of Bidder with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act, Chapter 552, Texas Government Code, and other applicable laws.

Name:	SSN:
Name:	SSN:
Name:	SSN:

- 1.8 University reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in University's best interest.
- 1.9 Facsimile responses to this invitation must be submitted on the invitation form. Telephone bids are not acceptable. University shall not be responsible for bids received late, or that are illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.
- 1.10 Bidder hereby assigns to University any and all claims for overcharges associated with any resulting contract arising under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. and/or the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 16.01, et seq.
- 1.11 In case of tie bids, any award will be made pursuant to Rule § 20.36 (b)(3) in Title 34 of the Texas Administrative Code.
- 1.12 Bidder shall not assign any resulting contract or agreement resulting from this invitation to bid without prior written approval from the University.

2. SPECIFICATIONS:

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the invitation.
- 2.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this invitation. Verbal agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 The University will not be bound by any oral statement or representation contrary to the written specifications of this invitation for Bids (IFB).
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 2.6 Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

3. DELIVERY:

- 3.1 Bid should show the number of days required to deliver items to University's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.

- 3.2 If delay is foreseen, bidder shall give written notice to the University. Bidder must keep the University advised at all times of status of order.
- 3.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the University to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 3.4 No substitutions permitted without written approval of the University.
- 3.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 3.6 The Texas Health and Safety Code, Chapter 502, Texas Hazard Communication Act requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

4. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the University. Authorized University personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the University's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT:

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Hays County, Texas.

6. PAYMENT:

Bidder shall submit an itemized invoice showing the Purchase Order number on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2261, Gov't Code.

7. BIDDER AFFIRMATION: By signature hereon, Bidder makes the following affirmations, certifications, representations, warranties, covenants, and agreements:

- 7.1 Bidder affirms that it has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 7.2 Bidder certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection, exists between the owner of any Bidder that is a sole proprietorship, the officers or directors of any Bidder that is a corporation, the partners of any Bidder that is a partnership, the joint venturers of any Bidder that is a joint venture or the members or managers of any Bidder that is a limited liability corporation, on one hand, and an employee of Texas State University, on the other hand, other than the relationships which have been previously disclosed to University in writing, and (ii) Bidder has not been an employee of University or any component institution of Texas State University within the immediate twelve (12) months prior to the Bid Opening Date. All disclosures by Bidder in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Bidder.
- 7.3 Bidder certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Texas Tax Code or that Bidder is exempt from the payment of those taxes, or that Bidder is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Bidder acknowledges that a false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 7.4 Bidder certifies that neither the Bidder nor any firm, corporation, partnership or institution represented by Bidder, or anyone acting for any such entity has (a) violated the antitrust laws of this State, (codified in Section 16.01 et seq., Texas Business and Commerce Code), or the federal antitrust laws, or (b) communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 7.5 Bidder, in accordance with Section 2155.004, Texas Government Code, certifies that it has not received compensation for its participation in the preparation of the requirements or specifications for this invitation to bid. In addition, Bidder certifies that an award of a contract or agreement to Bidder will not violate Section 2155.006, Texas Government Code, prohibiting University from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a
- 7.6 Bidder, pursuant to Section 2155.004 and 2155.006, Texas Government Code, certifies that Bidder is not ineligible to receive the award of or payments under any resulting contract or agreement and acknowledges that such a contract or agreement may be terminated and payment withheld if these certifications are inaccurate.
- 7.7 Bidder agrees that, pursuant to Sections 2107.008 and 2252.903, Texas Government Code, any payments owing to Bidder under any contract or agreement resulting from this invitation to bid may be applied directly to any debt or delinquency that Bidder owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 7.8 BIDDER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, TEXAS STATE UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS INVITATION TO BID.
- 7.9 Bidder, pursuant to Section 689.003 of the Texas Government Code, represents, certifies and warrants that (i) is not the executive head of the University, (ii) was not the executive head of the University at any time during the four years before the Bid Opening Date, and (iii) does not

employ (or anticipate employing) either (a) the current executive head of the University or (b) any person who was the executive head of the University during the four years before the Bid Opening Date. Provided, however, in the event that the Bidder cannot make the above representation, certification and warranty, then Bidder must include in its bid a statement of why Bidder is unable to do so as well as all of the following information in order for their bid to be evaluated by the University for compliance with Section 669.03:

- A. Bidder must identify the names of the current or any former executive heads of the University (1) with whom Bidder proposes the University enter into a contract or agreement or (2) who are employed by Bidder (or whom Bidder anticipates employing.)
- B. Bidder must identify the following information for each individual identified in Item A above who was formerly an executive head of the University:
 - (1) the individual's date of separation from the University;
 - (2) the position that the individual holds (or will hold) with Bidder; and
 - (3) the date(s) during which the individual has been employed by Bidder, or dates on which the individual is to start employment with Bidder.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

Bidder's failure to provide such a statement and all of the above information in its bid constitutes Bidder's agreement to the representation, certification and warranty set forth at the start of this Section 4.9. The University may require Bidder to provide additional information and assistance in order to comply with Section 669.003; Bidder acknowledges that the University may reject Bidder's bid in the event that Bidder does not provide such additional information and assistance. Bidder acknowledges that Section 669.003 may prevent Bidder from being awarded any contract or agreement resulting from this invitation to bid.

7.10 Bidder covenants and agrees that if it performs services under any contract or agreement resulting from this invitation to bid, Bidder will comply with Section 2156.4441, Texas Government Code in performing its duties and obligations under that contract or agreement by purchasing products and materials produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

7.11 A Bidder that is a corporation or a limited liability company 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 its bid and any contract or agreement resulting from this invitation to bid, and the individuals executing Bidder's bid and any such contract or agreement on behalf of Bidder have been duly authorized to act for and bind Bidder.

7.12 Bidder, pursuant to Section 231.006, Texas Family Code, certifies that it is not ineligible to receive the award of or any payments under any contract or agreement resulting from this invitation to bid and acknowledges that such a contract or agreement may be withheld if this certification is inaccurate.

7.13 Bidder certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

7.14 Bidder represents and warrants all products and services offered to University in response to this invitation to bid meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 602, Texas Health and Safety Code, and all related regulations in effect or proposed as of the date of this invitation to bid.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify the University and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the University's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. TEXAS BIDDER AFFIRMATION CLAUSE:

By signing this bid, Bidder certifies that if a Texas address is shown as the Bidder's address, Bidder qualifies as a Texas Bidder, as defined in Section 2156.444 (c) (2) of the Texas Government Code and in Title 34, Rule §20.32 (68) of the Texas Administrative Code.

10. ACCESS BY INDIVIDUALS WITH DISABILITIES:

Bidder represents and warrants under both this bid and any contract or agreement between Bidder and the University that results from this invitation to bid ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that Bidder provides or offers to provide to the University under this bid or any resulting contract or agreement (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 successful Bidder becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Bidder represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Bidder is unable to do so, then the University may reject Bidder's bid and/or terminate any contract or agreement between Bidder and the University resulting from this invitation to bid and Bidder will refund to the University all amounts the University has paid under any contract or agreement resulting from this invitation to bid within thirty (30) days after the termination date.

11. GENERAL:

- 11.1 Inquiries pertaining to this Invitation to Bid must identify the Bid Invitation No. and Opening Date.
- 11.2 NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 562.023, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT ANY INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

12. NOTICES:

Except as provided in this Section 8, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given by Bidder to the University under any of the provisions of this Invitation to Bid or any resulting contract or agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the US mail by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Point of Contact set forth in the Invitation to Bid.

13. BREACH OF CONTRACT CLAIMS:

To the extent Chapter 2260, Texas Government Code, is applicable to any contract or agreement resulting from this Invitation to Bid and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Bidder to attempt to resolve any claim for breach of contract made by Bidder that cannot be resolved in the ordinary course of business. The chief business officer of University or his or her delegate will examine Bidder's claim and any counterclaim and negotiate with Bidder in an effort to resolve such claims. The parties specifically agree that (i) neither the execution by University of any contract or agreement resulting from this Invitation to Bid nor any other conduct, action or inaction of any representative of University relating to such a contract or agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in courts.

14. NOTE TO BIDDER:

If bidder takes any exceptions to any provisions of the IFB, those exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

15. PROTEST PROCEDURES:

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in the University's Bid Protest/Appeals Guidelines located at <http://www.txstate.edu/geo/purchasing/resources/vendors.html>.

16. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the University and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

17. NON-APPROPRIATION OF FUNDS:

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to the University, either in whole or in part, subject to the availability of state funds. The University is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the University becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the University's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, the University will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and the University will not be required to give prior notice.

18. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that the University will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to the University any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

19. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a University employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of the university or purchasers of other state agencies.

20. FORCE MAJEURE:

Neither bidder nor the University shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the

exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

21. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to the University. The University shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the University for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

22. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by the University to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

23. COMPLIANCE WITH UNIVERSITY POLICIES:

Contractor agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; 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/>

24. 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 and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

25. 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 Galliardia 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 blocking, immobilization (booting), and towing at the vehicle owner's expense.

The parking map may be viewed at <http://www.parking.txstate.edu/Campus-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

26. 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. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise exempted 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.



INVITATION FOR BIDS
TEXAS STATE UNIVERSITY
Continuation Page(s)

BID OPENING: August 3, 2015 at 3:00 PM

REQUISITION NO.: 754-15-Texas Low Emission
(TXLED) - Clear on Road Diesel

VENDOR NAME:	<u>Petroleum Traders Corporation</u>
VENDOR ID:	<u>35-1462227</u>

EXHIBIT A - SCOPE OF WORK FOR TEXAS LOW EMISSION (TXLED) - CLEAR ON ROAD DIESEL

Texas State University Transportation Services is soliciting an invitation for bid of a supply contract for the purchase and delivery of Texas Low Emission (TXLED) - Clear on Road Diesel. The Texas State University shuttle purchases an estimated 200,000 gallons annually to operate the Texas State shuttle operations in San Marcos, Texas in the county of Hays. The delivery address shall be 4980 Transportation Way, San Marcos, TX 78666 the location has an 11,000 gal. above ground tank. The typical purchase is a tanker load of 7,500 gal. per order delivered to the address noted above. The successful bidder must be able to provide fuel on an emergency basis after business hours, if applicable. In the event of a national, state or local emergency when fuel is not readily available, successful bidder must provide Texas State University first priority to purchase and to delivery of fuel.

- Texas State University request bids on the following:
- TXLED Ultra Low Sulfur Diesel Clear On Road - which will be delivered to one (1) location. (Tank is a pump off above ground tank (AST), 11,000 gal). Estimated 200,000 gallons per year.
- Hours available for fueling will be between 8am ~ 4pm (Monday – Friday)
- Bidders are required to bid the two (2) base years and all three (3) one (1) year options. Failure to do so shall render the bid non-responsive.
- Bidders are required to sign and return all submittals and certifications.

The delivery shall be 4980 Transportation Way, San Marcos, TX 78666 the location has an 11,000 gal. above ground tank. Mark Up price should reflect all refining, delivery and clean-up costs necessary to deliver the noted fuel.

- Successful bidder shall ensure all operations comply and meet with current Federal, State, County and local laws and requirements.
- BASIS OF AWARD WILL BE THE LOWEST MARK-UP FROM DAILY OPIS LOW CONTRACT RACK PADD #3, AUSTIN, TEXAS FOR - Texas Low Emission (TxLED) - Clear On Road Diesel. The markup shall include all costs to load, deliver, transport, unloading, administration and or any other cost that will be associated with the purchase and delivery of the diesel fuel noted above. Any price provided in the schedule below shall be the only price beyond base fuel price and taxes allowed for submittal for payment.
- For bidding this project please do not include Federal or State Tax in your calculation. If you require any tax

beyond the standard diesel fuel tax please notate and identify the cost at a cost per gallon.

o **Preferred not Required**

Texas State University may have a need for the successful contractor to have the ability to provide a wet / onsite fuelling capability (Transport to Bus) in the event of a power or hardware disruption at the fuelling depot. Texas State would need for 38 buses to be filled at night prior to next day's service. Each bus has a 100 gallon tanks. For the purpose of this bid please submit certification sheet Exhibit A-2 indicating your ability to provide. A cost is not required to be provided at this time for the wet / onsite fuelling capability, please indicate if you have the ability to provide. Texas State would prefer the successful bidder have this capability if needed.

1 **REQUIRED NOTICES INSURANCE COVERAGE:**

1.1 Insurance: During the term of any Agreement or Contractual arrangement resulting from this Solicitation, the successful Respondent(s) agrees to procure and maintain, at its expense:

1.2 Workers' Compensation Insurance coverage for each of the successful Respondent's employees employed on this project. The successful Respondent(s) must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

1.3 Contractor's Public 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

1.4 Owner's Protective Liability Insurance limits of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

1.5 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

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the University.

Policies must include the following clauses, as applicable:

This insurance shall not be canceled, materially changed, or non-renewed until after thirty-days prior written notice has been given to the University.

It is agreed that the successful Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the University for liability arising out of operations under the any Agreement or Contractual arrangement resulting from this Solicitation with the University.

The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives; and agents will be named as additional Insureds under the policy and provide The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

Without limiting any of the other obligations or liabilities of the successful Respondent, the successful Respondent(s) shall require each Subcontractor performing work under any Agreement or Contractual arrangement resulting from this Solicitation, at the Subcontractor's own expense, to maintain during the term of any Agreement or Contractual arrangement resulting from this Solicitation, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the successful Respondent(s) may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The successful Respondent's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that the successful Respondent(s) agrees to provide Workers' Compensation for the Subcontractors and their Employees. The successful Respondent(s) shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The successful Respondent(s) must retain the certificates of insurance for the duration of any Agreement or Contractual arrangement resulting from this Solicitation plus five years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The University shall be entitled, upon request and without expense, to receive copies of these certificates.

TEST METHODS SPECIFICATIONS – ULTRA LOW SULFUR TXLED LOW EMISSION DIESEL

Ultra Low Sulfur Diesel Specifications

Table 1. Ultra Low Sulfur Low Emission Diesel Specifications (satisfies TxLED)

Property	ASTM Test Method	Qualifier	Unit	Specification
Sulfur Content	D2622	maximum	ppm	15
Cetane Number	D613	minimum		48 or TCEQ approved fuel under the Texas LED Rule (30 TAC 114 Subchapter H Division 2).
Aromatic Hydro- carbon Content	D5189	maximum	% volume by gallon	10 or TCEQ approved fuel under the Texas LED Rule (30 TAC 114 Subchapter H Division 2).
API Gravity @ 60 °F	D287	range		30 - 38
Specific Gravity @ 60 °F	D1298	range		.876 - .835
Flash Point	D93	minimum	°F (°C)	126 (52)
Viscosity, Kinematic @ 40° C	D445	range	cSt	1.9 -4.1
Cloud Point	D2500 D975		°F (°C)	10 (6) below lowest expected fuel temperature
IBP	D86	typical	°F (°C)	375 (191)
10%	D86	typical	°F (°C)	430 (221)
50%	D86	typical	°F (°C)	510 (266)

90%	D86	maximum	°F (°C)	625 (329)
95%	D86	maximum	°F (°C)	671 (355)
Recovered Volume	D86	minimum	volume %	98
Water	D2709	maximum	volume %	0.05
Sediment				
Ash	D482	maximum	mass %	0.01
Carbon Residue on 10% residue	D524	maximum	mass %	0.35
Copper Corrosion	D130	maximum		No. 2

Accelerated Storage Stability	D2274	maximum	mg/L	15
Dupont Pad Test Rating	TM-F21-61	TM-F21-61 maxi-		7
Lubricity	D6078	minimum	gm	3100

**PRICING FOR TWO (2) YEAR BASE PERIODS (2015 – 2017) FOR
ULTRA LOW SULFUR DIESEL TXLED On Road Clear APPROVED
FOR. TEXAS STATE UNIVERSITY.**

Mark Upper U.S. gallon of Ultra Low Sulfur Diesel Fuel Meeting Specifications based upon Daily Low Contract Rack Price, OPIS PAD 3, ULSNo2 for Austin, TXLED on road clear diesel fuel.

Line #	Description	Estimated Quantity	Unit of Measure	Mark-Up \$ Per Gallon	Total Mark-up Dollars
1	Ultra Low Sulfur TXLED Diesel. Mark-up to include delivery to above ground tank	200,000	Gallons	\$ 0.0268	\$ 5,360
	Total Mark-Up Cost				\$ 5,360

Signature of Authorized Agent: Gayle Newton
Gayle Newton, Contract Sales Manager

Dated: 7/30/2015

RENEWAL OPTION 1, Year three (3) of the contract 2018 – 2019

Line #	Description	Estimated Quantity	Unit of Measure	Mark-Up \$ Per Gallon	Total Mark-up Dollars
2	Ultra Low Sulfur TXLED Diesel. Mark-up to include delivery to above ground tank	200,000	Gallons	\$ 0.0284	\$ 5,680
	Total Mark-Up Cost				\$ 5,680

RENEWAL OPTION 2, Year four (4) of the contract 2019 – 2020

Line #	Description	Estimated Quantity	Unit of Measure	Mark-Up \$ Per Gallon	Total Mark-up Dollars
3	Ultra Low Sulfur TXLED Diesel. Mark-up to include delivery to above ground tank	200,000	Gallons	\$ 0.0298	\$ 5,960
	Total Mark-Up Cost				\$ 5,960

RENEWAL OPTION 3, Year five (5) of the contract 2020 - 2021

Line #	Description	Estimated Quantity	Unit of Measure	Mark-Up \$ Per Gallon	Total Mark-up Dollars
4	Ultra Low Sulfur TXLED Diesel. Mark-up to include delivery to above ground tank	200,000	Gallons	\$ 0.0306	\$ 6,120
	Total Mark-Up Cost				\$ 6,120

Signature of Authorized Agent: Gayle Newton
 Gayle Newton, Contract Sales Manager

Dated: 7/30/2015

SUMMARY OF ALL FUEL CATEGORIES AND BASIS FOR AWARD

Item	Description	Grand Total
Summary	Grand Total Ultra.Low Sulfur TXLED Diesel On Road- Year 1 through Year 5	\$ 23,120
GRAND TOTAL		\$ 23,120

Please fill out the sample total cost tabulation below for the noted date and price of the fuel, markup, and Texas State tax if you have additional tax please indicate the tax and amount at a cost / gallon cost.(provide a total for all items at a cost per gallon using total markup cost from section 7 above).

Sample Texas State University Cost Model

Category	Item	Cost / Gallon
Base Fuel Price	July 1, 2015 OPIS Low Contract Rack PADD3, Austin Texas for Texas Low Emission Clear On Road Diesel	1.8585
Fees	Bidders - All inclusive mark-up to include delivery to above ground tank.	0.0268
Subtotal - A	Subtotal cost / Gallon	1.8853

Tax	Texas Tax State Fuel Tax	\$ 0.20
Tax	Tax Other - Please ID if additional	Fed Lust 0.001
Tax	Tax Other - Please ID if additional	Fed Oil Spill .0019
Tax	Tax Other - Please ID if additional	TX Delivery fee (See attachment)
Subtotal - B	Subtotal tax cost / Gallon	
Total	Include all costs (subtotal A+B)	2.0882

If additional Taxes are required, please indicate by name below and at a cost / gallon.

- TX Delivery Fee (See attachment)
- _____
- _____

Signature of Authorized Agent: Gayle Newton
Gayle Newton, Contract Sales Manager

Dated: 7/30/2015

EXHIBIT A-1
DISTRIBUTOR CERTIFICATION
TEXAS STATE UNIVERSITY

REQUIRED SUBMITTAL

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY DEEM YOUR BID NON-RESPONSIVE.

BIDDER CERTIFICATION CONCERNING A DISTRIBUTOR

This Distributor Certification form must be completed and submitted with the bid.

The Offeror hereby certifies that it has in place and under contract, a distributor who has the capabilities to deliver the fuel in this bid locations listed in Exhibit A, Scope of Work during any hours needed by TEXAS STATE UNIVERSITY.

Date: 7/30/2015

Signature: *Gayle Newton*

Title: Gayle Newton, Contract Sales Manager

Firm: Petroleum Traders Corporation

OR

The Offeror hereby certifies that it cannot comply with the requirements of having a distributor in place or under contract to deliver the fuel requirements in this bid to all locations listed in Exhibit A, Scope of work during any hours needed by Texas State University.

Date: _____

Signature: _____

Title: _____

Firm: _____

EXHIBIT A-2
WET / ONSITE FUELING CERTIFICATION
TEXAS STATE UNIVERSITY

REQUIRED SUBMITTAL

FAILURE OF OFFEROR TO FURNISH THIS EXECUTED DOCUMENT MAY DEEM YOUR BID NON RESPONSIVE.

BIDDER CERTIFICATION CONCERNING WET / ONSITE FUELING

This Wet / Onsite Certification form must be completed and submitted with the bid.

The Offeror hereby certifies that it **HAS** the ability to provide Wet / Onsite Fueling capabilities as noted in Scope of Work Exhibit A.

Date: 7/30/2015

Signature: *Gayle Newton*

Title: Gayle Newton, Contract Sales Manager

Firm: Petroleum Traders Corporation

OR

The Offeror hereby certifies that it is **NOT** able to provide Wet / Onsite Fueling capabilities as noted In Scope of Work Exhibit A.

Date: _____

Signature: _____

Title: _____

Firm: _____

**EXHIBIT B
ULTRA LOW SULFUR TEX LED DIESEL**

1. INTRODUCTION

This specification describes the requirement for Ultra Low Sulfur TX LED CLEAR ON ROAD (approved diesel) to be provided by the Contractor.

2. REQUIREMENTS

(a) Ultra Low Sulfur TXLED CLEAR ON ROAD (approved diesel) shall comply with all applicable City, County, State and Federal rules or regulations.

(b) Ultra Low Sulfur TXLED approved diesel shall meet or exceed the test methods listed in the Test Methods Specifications in tables 7.5-8 below.

(c) The Contractor shall provide all the necessary resources needed to deliver, test and dispense all diesel fuel.

3. DELIVERY PROCEDURE

(A) Upon arrival at the University facility, the Contractor shall report to the Universities designated personnel who shall record the bill of lading number(s). The Contractor shall witness the University performing an electronic reading test from the tank to be filled. The University will record inches of fuel on the Contractor's bill of lading.

(b) The Contractor shall dispense a sample of Ultra Low Sulfur TXLED approved diesel to detect the presence of water or contaminants. If no water or contaminants are found, the Contractor shall pour the sample into the University's tank and unload the trailer. The University may read the tanks, to ensure the delivery has occurred per the bill of lading. If water or contaminant(s) are detected, the Contractor shall not dispense the approved diesel.

(c) The Contractor shall clean up any fuel drippings caused by the Contractor's vehicle.

4. DOCUMENTATION

The Contractor shall provide the following documents to the University with each delivery:

(a) Bill of lading for each delivery containing the following information

- Delivery Location
- Gross and net rack gallons
- Temperature of fuel when loaded at the rack
- Time of trailer start loading/stop loading
- Time of arrival at the University's facility
- Top of trailer seal numbers
- Gallons of fuel in the tank before and after delivery
- Amount of water (if any)
- Amount of water or other contaminant(s) (if any)

(b) Certification that the trailer was clean when it was loaded.

5. ULTRA LOW SULFUR TX LED APPROVED DIESEL

The University may collect samples of Ultra Low Sulfur TXLED CLEAR ON ROAD (approved diesel) from the delivery truck, to verify compliance with the requirements specified herein.

6. QUALITY ASSURANCE

(a) The University shall have the right upon delivery of approved diesel or at any other time collect samples to determine compliance with specifications by performing tests in accordance with the methods prescribed in the specifications.

(b) Should the approved diesel be deficient, the Contractor shall be responsible for removing the fuel, cleaning tanks, and all other costs associated with the deficiency, including replacing tanks with fuel that meets the specification.

7. ACCEPTANCE

The Ultra-Low Sulfur TXLED CLEAR ON ROAD (approved diesel) will be accepted and approved by University designated personnel. University designated personnel shall be assigned at the delivery location.

7.5 Fuel Requirements

Fuel must meet the current requirements for Texas Low Emission Diesel (LED) per:

- TITLE 30 - ENVIRONMENTAL QUALITY
- PART 1 - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
- CHAPTER 114 - CONTROL OF AIR POLLUTION FROM MOTOR VEHICLES
- SUBCHAPTER H - LOW EMISSION FUELS
- DIVISION 2 - LOW EMISSION DIESEL
- RULE §114.312 - Low Emission Diesel Standards

Austin, TX

OPIS Standard Rack

Daily 07/01/2015

OPIS No. 2 LED Distillate Gross Prices

	Terms	LS	HS	ULS
Cenex	b 1-10	-- --	-- --	1.8900
Texaco	b 1t45c	-- --	-- --	1.8950
Valero	b 1-10	-- --	-- --	1.9000
Shell	u N-10	-- --	-- --	1.8876
Shell	b 1-10	-- --	-- --	1.9067
Chevron	b 1t45c	-- --	-- --	1.8950
Citgo	b 1-10	-- --	-- --	1.8890
FlntHlsRs	u N-10	-- --	-- --	1.8585
XOM	b 1-10	-- --	-- --	1.8907
Valero DS	b 1-10	-- --	-- --	1.9000
PSX	b 1-10	-- --	-- --	1.9019
OPIS Low		-- --	-- --	1.8585
OPIS High		-- --	-- --	1.9067
OPIS Average		-- --	-- --	1.8922
Branded Low		-- --	-- --	1.8890
Branded High		-- --	-- --	1.9067
Branded Average		-- --	-- --	1.8965
Unbranded Low		-- --	-- --	1.8585
Unbranded High		-- --	-- --	1.8876
Unbranded Average		-- --	-- --	1.8731
Contract Low		-- --	-- --	1.8585
Contract High		-- --	-- --	1.9067
Contract Average		-- --	-- --	1.8922
Cont Branded Low		-- --	-- --	1.8890
Cont Branded High		-- --	-- --	1.9067
Cont Branded Avg		-- --	-- --	1.8965
Cont Unbranded Low		-- --	-- --	1.8585
Cont Unbranded High		-- --	-- --	1.8876
Cont Unbranded Avg		-- --	-- --	1.8731

Copyright 2015, Oil Price Information Service

April 15, 2012

Dear Taxpayer:

House Bill 2694, passed during the 82nd Legislature Regular Session (2011), reauthorized and made permanent, the fee on the delivery of certain petroleum products that was set to expire on August 31, 2011. The law requires the Texas Commission on Environmental Quality by rule to set the amount of the petroleum product delivery fee rates. The fee applies to all petroleum products imported into Texas or withdrawn from bulk storage facilities and delivered into cargo tanks or barges. The fee set by the commission is based upon total gallons delivered, as shown in this schedule, beginning July 1, 2012:

<u>Gallons Delivered</u>	<u>Fee</u>
Less than 2,500	\$ 2.75
2,500 but less than 5,000	\$ 5.50
5,000 but less than 8,000	\$ 8.65
8,000 but less than 10,000	\$11.00
10,000 or more, per 5,000 or increment thereof	\$ 5.50

For deliveries of at least 7,000 but less than 8,000 gallons (whether single product type or split load), special rules continue to apply:

- If the gasoline portion of the delivery is less than 7,000 gallons, the fee is presumed to be at least 8,000 gallons and the fee is \$8.65.
- If the gasoline portion of the delivery fee is at least 7,000 gallons, the total load is presumed to be at least 8,000 gallons and the fee is \$11.00.

If you have any questions, please contact us at 800-252-1383, 512-463-4600 or tax.help@cpa.state.tx.us.

If you have any questions concerning the manner in which the fee rates were determined, please contact the Texas Commission on Environmental Quality.

Sincerely,



Bryant K. Lomax
Manager, Tax Policy Division



MATERIAL SAFETY DATA SHEET

1. Identification

Material name DIESEL NO. 2 PRODUCTS
Version # 06
Issue date 11-05-2010
Revision date 05-12-2014
Supersedes date 01-17-2014
Synonym(s) APPLICABLE TO ALL GRADES OF DIESEL OIL NO. 2 WITH SULFUR LEVEL 500 PPM OR LESS; INCLUDES BIODIESEL BLENDS (< OR = 5%) * HEATING OIL * GOLD® DIESEL PRODUCTS * RAILROAD FUEL

Manufacturer Flint Hills Resources Corpus Christi, LLC
P.O. Box 2608
Corpus Christi, TX
78403
United States

Telephone numbers – 24 hour emergency assistance
Chemtrec 800-424-9300
Flint Hills Resources Corpus Christi, LLC 361-241-4811

Telephone numbers – general assistance
8-5 (M-F, CST) Customer Service 361-241-4811
8-5 (M-F, CST) MSDS Assistance 316-828-7988
Email: msdsrequest@fhr.com

2. Hazards identification

Emergency overview CAUTION
PALE YELLOW OR GREEN COLORED LIQUID WITH KEROSENE-LIKE ODOR

HEALTH HAZARDS
VAPORS, FUMES, OR MISTS MAY CAUSE RESPIRATORY TRACT IRRITATION
OVEREXPOSURE MAY CAUSE CENTRAL NERVOUS SYSTEM DEPRESSION
MAY BE HARMFUL OR FATAL IF SWALLOWED
MAY CAUSE LUNG DAMAGE
POTENTIAL CANCER HAZARD
SEE "TOXICOLOGICAL INFORMATION" (SECTION 11) FOR MORE INFORMATION

FLAMMABILITY HAZARDS
COMBUSTIBLE LIQUID AND VAPOR
VAPOR MAY CAUSE FLASH FIRE

REACTIVITY HAZARDS
STABLE

Potential health effects

Routes of exposure Inhalation, ingestion, skin and eye contact.

Eyes May cause slight transient irritation, lacrimation (tears) and a burning sensation in the eyes. Effects may become more serious with repeated or prolonged contact.

Skin Contact may cause reddening, itching and inflammation. Effects may become more serious with repeated or prolonged contact. Skin contact may cause harmful effects in other parts of the body.

Material name: DIESEL NO. 2 PRODUCTS
MSDS No. 10106 Version #: 06 Revision date: 05-12-2014 Issue date: 11-05-2010

MSDS US
1 / 11

Inhalation

Breathing high concentrations may be harmful. May cause central nervous system depression or effects. Symptoms may include headache, excitation, euphoria, dizziness, incoordination, drowsiness, light-headedness, blurred vision, fatigue, tremors, convulsions, loss of consciousness, coma, respiratory arrest and death, depending on the concentration and duration of exposure.

Breathing of the mists, vapors or fumes may irritate the nose, throat and lungs.

Overexposure to this material may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11).

Ingestion

Swallowing this material may be harmful. May cause irritation of the mouth, throat and gastrointestinal tract. Symptoms may include salivation, pain, nausea, vomiting and diarrhea.

Aspiration into lungs may cause chemical pneumonia and lung damage.

Exposure may also cause central nervous system symptoms similar to those listed under "Inhalation" (see Inhalation section).

3. Composition/Information on ingredients

Components	CAS #	Percent
DISTILLATES (PETROLEUM), HYDRODESULFURIZED MIDDLE	64742-80-9	0 - 100 %
HYDRODESULFURIZED KEROSENE	64742-81-0	0 - 100 %
KEROSENE	8008-20-6	0 - 25 %
C9-C25 HYDRODESULFURIZED DISTILLATE, LIGHT CAT CRACKED	68333-25-5	0 - 20 %
BIODIESEL	Mixture	0 - 7 %
1,2,4-TRIMETHYLBENZENE	95-83-6	0.1 - 1 %
XYLENE	1330-20-7	0 - 1 %
BIPHENYL	92-52-4	0 - 0.75 %
NAPHTHALENE	91-20-3	0 - 0.3 %
BENZENE	71-43-2	0 - 0.02 %

Composition comments

Values do not reflect absolute minimums and maximums; these values are typical which may vary from time to time.

This Material Safety Data Sheet is intended to communicate potential health hazards and potential physical hazards associated with the product(s) covered by this sheet, and is not intended to communicate product specification information. For product specification information, contact your Flint Hills Resources, LP representative.

4. First aid measures**First aid procedures****Eye contact**

Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Get medical attention if irritation persists.

Skin contact

Immediately wash skin with plenty of soap and water after removing contaminated clothing and shoes. Get medical attention if irritation develops or persists.

Inhalation

Place contaminated clothing in closed container for storage until laundered or discarded. If clothing is to be laundered, inform person performing operation of contaminant's hazardous properties. Discard contaminated leather goods.

Remove to fresh air. If not breathing, institute rescue breathing. If breathing is difficult, ensure airway is clear and give oxygen. If heart has stopped, immediately begin cardiopulmonary resuscitation (CPR).

Ingestion

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

Do not induce vomiting because of danger of aspirating liquid into lungs, causing serious damage and chemical pneumonitis. If spontaneous vomiting occurs, keep head below hips to prevent aspiration and monitor for breathing difficulty. Never give anything by mouth to an unconscious person.

Notes to physician

Keep affected person warm and at rest. GET IMMEDIATE MEDICAL ATTENTION.

INGESTION: If ingested this material represents a significant aspiration and chemical pneumonitis hazard. Induction of emesis is not recommended.

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5. Fire-fighting measures

Flammable properties	<p>Material will burn in a fire.</p> <p>Vapors may form explosive mixture with air. Vapors can travel to a source of ignition and flash back.</p> <p>Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bonding and grounding may be insufficient to eliminate the hazard from static accumulation.</p> <p>Explosion hazard if exposed to extreme heat.</p>
Extinguishing media	
Suitable extinguishing media	Use water spray, dry chemical, carbon dioxide or fire-fighting foam for Class B fires to extinguish fire.
Protection of firefighters	
Specific hazards arising from the chemical	Combustion may produce CO _x , NO _x , SO _x , reactive hydrocarbons, irritating vapors, and other decomposition products in the case of incomplete combustion.
Fire fighting equipment/instructions	<p>Evacuate area and fight fire from a safe distance.</p> <p>If leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor, cool adjacent structures, and to protect personnel attempting to stop a leak.</p> <p>Shut off source of flow, if possible. Stay away from storage tank ends. Withdraw immediately in case of rising sound from venting safety device or any discoloration of storage tank due to fire.</p> <p>Firefighters must wear NIOSH approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.</p>

6. Accidental release measures

Environmental precautions	<p>Eliminate all sources of ignition. Isolate hazard area and deny entry.</p> <p>If the material is spilled or allowed to leak from storage or containment it can contaminate soil and ground water. Ensure the storage or containment equipment is suitable for safely holding this material.</p> <p>If material is released to the environment, take immediate steps to stop and contain release. Caution should be exercised regarding personnel safety and exposure to the released material. Notify local authorities and the National Response Center, if required.</p>
Other information	<p>Keep unnecessary people away. Isolate area for at least 50 meters (164 feet) in all directions to preserve public safety. For large spills, if downwind consider initial evacuation for at least 300 meters (1000 feet).</p> <p>Keep ignition sources out of area and shut off all ignition sources. Absorb spill with inert material (e. g. dry sand or earth) then place in a chemical waste container. Large Spills: Dike far ahead of liquid spill for later disposal.</p> <p>Use vapor suppressing foam to reduce vapors. Stop leak when safe to do so.</p> <p>Keep unnecessary people away; isolate hazard area and deny entry. Stay upwind. IF TANK, RAILCAR OR TANK TRUCK IS INVOLVED IN A FIRE, isolate for 800 meters (1/2 mile) in all directions. Evacuate area endangered by release as required. (See Exposure Controls/Personal Protection, Section 8.)</p>

7. Handling and storage

Handling

Electrostatic charge may accumulate and create a hazardous condition when handling this material.

Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (such as tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate procedures to mitigate the hazard.

Static accumulator (nonconductive) flammable or combustible liquid may form ignitable vapor-air mixtures in storage tanks. Bond and ground lines and equipment (tank, transfer lines, pump, floats, etc.) used during transfer to reduce the possibility of static spark-initiated fire or explosion.

Bonding and grounding may be insufficient to eliminate the hazard from static accumulation. Additional precautions should be considered consistent with the current NFPA 77, Recommended Practice on Static Electricity, the current API Recommended Practice 2003, Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents and OSHA Standard 29 CFR 1910.106, Flammable and Combustible Liquids.

Use non-sparking tools. Do not cut, grind, drill, weld or reuse containers unless adequate precautions are taken against these hazards.

Do not eat, drink or smoke in areas of use or storage.

Do not breathe vapor.

Avoid contact with skin or eyes.

Wash thoroughly after handling.

Storage

Store in tightly closed containers in a cool, dry, isolated, well-ventilated area away from heat, sources of ignition and incompatibles. Avoid contact with strong oxidizers.

Empty containers may contain material residue. Do not reuse without adequate precautions.

Do not eat, drink or smoke in areas of use or storage.

8. Exposure controls / personal protection

Occupational exposure limits

ACGIH Biological Exposure Indices Components	Type	Value	
BENZENE (CAS 71-43-2)	BEI	25 µg/g	
XYLENE (CAS 1330-20-7)	BEI	1.5 g/g	
US. ACGIH Threshold Limit Values Components	Type	Value	Form
1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	TWA	25 ppm	
BENZENE (CAS 71-43-2)	STEL	2.5 ppm	Skin
	TWA	0.5 ppm	Skin
BIPHENYL (CAS 92-52-4)	TWA	0.2 ppm	
HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)	TWA	200 mg/m ³	Skin; P
KEROSENE (CAS 8008-20-6)	TWA	200 mg/m ³	Skin; P
NAPHTHALENE (CAS 91-20-3)	STEL	15 ppm	Skin
	TWA	10 ppm	Skin
XYLENE (CAS 1330-20-7)	STEL	150 ppm	
	TWA	100 ppm	
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050) Components	Type	Value	
BENZENE (CAS 71-43-2)	STEL	5 ppm	
	TWA	1 ppm	

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US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
BIPHENYL (CAS 92-52-4)	TWA	0.2 ppm
NAPHTHALENE (CAS 91-20-3)	TWA	10 ppm
XYLENE (CAS 1330-20-7)	TWA	100 ppm
US. OSHA Table Z-2 (29 CFR 1910.1000)		
Components	Type	Value
BENZENE (CAS 71-43-2)	TWA	1 ppm
U.S. - Alaska (AKOSH)		
Components	Type	Value
1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	TWA	25 ppm
BENZENE (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm
BIPHENYL (CAS 92-52-4)	TWA	0.2 ppm
NAPHTHALENE (CAS 91-20-3)	STEL	15 ppm
	TWA	10 ppm
XYLENE (CAS 1330-20-7)	STEL	150 ppm
	TWA	100 ppm
U.S. - Minnesota (MNOSHA)		
Components	Type	Value
1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	TWA	25 ppm
BENZENE (CAS 71-43-2)	STEL	5 ppm
	TWA	1 ppm
BIPHENYL (CAS 92-52-4)	TWA	0.2 ppm
NAPHTHALENE (CAS 91-20-3)	STEL	15 ppm
	TWA	10 ppm
XYLENE (CAS 1330-20-7)	STEL	150 ppm
	TWA	100 ppm
US. NIOSH: Pocket Guide to Chemical Hazards		
Components	Type	Value
1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	TWA	25 ppm
BENZENE (CAS 71-43-2)	STEL	1 ppm
	TWA	0.1 ppm
BIPHENYL (CAS 92-52-4)	TWA	0.2 ppm
HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)	TWA	100 mg/m ³
KEROSENE (CAS 8008-20-6)	TWA	100 mg/m ³
NAPHTHALENE (CAS 91-20-3)	STEL	15 ppm
	TWA	10 ppm
XYLENE (CAS 1330-20-7)	STEL	150 ppm
	TWA	100 ppm

Exposure guidelines

NOTE: Only ingredients with validated exposure limits are shown in section 8.

As referenced in Section 11 below regarding Toxicological Information, exposure to diesel exhaust fumes may present a health risk. If the user of this product is using it to fuel diesel engines, it is recommended the user of this fuel conduct an assessment to ensure adequate ventilation is present to avoid potentially harmful exposure of the user to diesel exhaust fumes. Such would need to be a "fit for purpose" evaluation of the user's specific diesel engine usage (i.e. mobile or stationary; enclosed – i.e. confined space - or open atmosphere, etc.), as each user's circumstance will be unique to them. User should take appropriate steps to minimize exposure to diesel exhaust fumes.

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US ACGIH Threshold Limit Values: Skin designation

BENZENE (CAS 71-43-2)	Can be absorbed through the skin.
HYDRODESULFURIZED KEROSENE (CAS 64742-81-0)	Can be absorbed through the skin.
KEROSENE (CAS 8008-20-6)	Can be absorbed through the skin.
NAPHTHALENE (CAS 91-20-3)	Can be absorbed through the skin.

US OSHA Specifically Regulated Substances: Action level and Reference

BENZENE (CAS 71-43-2)	0.5 PPM
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Engineering controls	Ventilation and other forms of engineering controls are the preferred means for controlling exposures.
Personal protective equipment	
Eye / face protection	Keep away from eyes. Eye contact can be avoided by using chemical safety glasses, goggles and/or face shield. Have eye washing facilities readily available where eye contact can occur.
Skin protection	<p>Dermal exposure to this chemical may add to the overall exposure.</p> <p>Avoid skin contact with this material. Use appropriate chemical protective gloves when handling. Additional protective clothing may be necessary.</p> <p>Good personal hygiene practices such as properly handling contaminated clothing, using wash facilities before entering public areas and restricting eating, drinking and smoking to designated areas are essential for preventing personal chemical contamination.</p>
Respiratory protection	A NIOSH approved air purifying respirator with an appropriate cartridge or canister, such as an organic vapor cartridge, may be used in circumstances where airborne organic vapor concentrations may exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air purifying respirators may not provide adequate protection. See OSHA 29 CFR 1910.134 for more information regarding respiratory protection and Assigned Protection Factors (APFs).

9. Physical and chemical properties

Appearance	Not available.
Physical state	Liquid.
Form	Not applicable
Color	Pale yellow or green
Odor	Kerosene-like
Odor threshold	Not available.
pH	Not available
Vapor pressure	2.6 mmHg at 122 °F (50 °C)
Vapor density	> 1 (air=1)
Boiling point	> 320 °F (> 160 °C) ASTM D88
Melting point/Freezing point	Not available
Solubility (water)	Insoluble
Specific gravity	0.84 - 0.89 at 60/60 °F (15.6/15.6 °C)
Relative density	Not available.
Flash point	> 125 °F (> 51.7 °C) ASTM D93 PMCC
Flammability limits in air, upper, % by volume	7.5 %
Flammability limits in air, lower, % by volume	0.6 %
Auto-ignition temperature	494 °F (256.67 °C)
VOC	Not available
Evaporation rate	Not available
Viscosity	1.7 - 4.1 cSt at 104 °F (40 °C)
Percent volatile	Not available
Partition coefficient (n-octanol/water)	Not available

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Pour point	-20 to 20 °F (-28.9 to -6.7 °C)
Bulk density	Not available
	Not available
Molecular weight	Not available
Molecular formula	Not available
Other data	
Chemical family	Hydrocarbon Mixture
Density	Not available
Electrostatic properties	
Conductivity	≤ 50 pS/m

10. Stability and reactivity

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Avoid unventilated areas, heat, open flames, sparks and ungrounded electrical equipment.
Incompatible materials	Incompatible with oxidizing agents, fluorine, nitric acid, ammonia, and ammonium nitrate. See precautions under Handling & Storage (Section 7).
Hazardous decomposition products	Not anticipated under normal conditions.
Possibility of hazardous reactions	Not anticipated under normal conditions.

11. Toxicological information

Carcinogenicity

ACGIH Carcinogens

BENZENE (CAS 71-43-2)	A1 Confirmed human carcinogen.
KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 64742-81-0)	A3 Confirmed animal carcinogen with unknown relevance to humans.
KEROSENE (NON-AEROSOL), AS TOTAL HYDROCARBON VAPOR (CAS 8008-20-6)	A3 Confirmed animal carcinogen with unknown relevance to humans.
NAPHTHALENE (CAS 91-20-3)	A4 Not classifiable as a human carcinogen.
XYLENE (O, M AND P ISOMERS) (CAS 1330-20-7)	A4 Not classifiable as a human carcinogen.

IARC Monographs. Overall Evaluation of Carcinogenicity

BENZENE (CAS 71-43-2)	1 Carcinogenic to humans.
NAPHTHALENE (CAS 91-20-3)	2B Possibly carcinogenic to humans.
XYLENE (CAS 1330-20-7)	3 Not classifiable as to carcinogenicity to humans.

US NTP Report on Carcinogens: Anticipated carcinogen

NAPHTHALENE (CAS 91-20-3)	Reasonably Anticipated to be a Human Carcinogen.
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US NTP Report on Carcinogens: Known carcinogen

BENZENE (CAS 71-43-2)	Known To Be Human Carcinogen.
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US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

BENZENE (CAS 71-43-2)	Cancer
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Toxicological data

BENZENE: Studies of Workers Overexposed to Benzene: Studies of workers exposed to benzene show clear evidence that overexposure can cause cancer of the blood forming organs (acute myelogenous leukemia) and aplastic anemia, an often fatal disease. Some studies suggest overexposure to benzene may also be associated with other blood disorders including myelodysplastic syndrome. Some studies of workers exposed to benzene have shown an association with increased rates of chromosome aberrations in circulating lymphocytes. One study of women workers exposed to benzene suggested a weak association with irregular menstruation. However, other studies of workers exposed to benzene have not demonstrated clear evidence of an effect on fertility or reproductive outcome in humans. Benzene can cross the placenta and affect the developing fetus. Cases of aplastic anemia have been reported in the offspring of persons severely overexposed to benzene. Studies in Laboratory Animals: Studies in laboratory animals indicate that prolonged, repeated exposure to high levels of benzene vapor can cause bone marrow suppression and cancer in multiple organ systems. Studies in laboratory animals show evidence of adverse effects on male reproductive organs following high levels of exposure but no significant effects on reproduction have been observed. Embryotoxicity has been reported in studies of laboratory animals but effects were limited to reduced fetal weight and skeletal variations. Benzene has been classified as a proven human carcinogen by OSHA and a Group 1 (Carcinogenic to Humans) material by IARC.

NAPHTHALENE: Severe jaundice, neurotoxicity (kericterus) and fatalities have been reported in young children and infants as a result of hemolytic anemia from overexposure to naphthalene. Persons with Glucose 6-phosphate dehydrogenase (G6PD) deficiency are more prone to the hemolytic effects of naphthalene. Adverse effects on the kidney have been reported in persons overexposed to naphthalene but these effects are believed to be a consequence of hemolytic anemia, and not a direct effect. Hemolytic anemia has been observed in laboratory animals exposed to naphthalene. Laboratory rodents exposed to naphthalene vapor for 2 years (lifetime studies) developed non-neoplastic and neoplastic tumors and inflammatory lesions of the nasal and respiratory tract. Cataracts and other adverse effects on the eye have been observed in laboratory animals exposed to high levels of naphthalene. Findings from a large number of bacterial and mammalian cell mutation assays have been negative. A few studies have shown chromosomal effects (elevated levels of Sister Chromatid Exchange or chromosomal aberrations) in vitro. Naphthalene has been classified as a Possibly Carcinogenic to Humans (2B) by IARC, based on findings from studies in laboratory animals.

XYLENES, ALL ISOMERS: Overexposure to xylene may cause upper respiratory tract irritation, headache, cyanosis, blood serum changes, CNS damage and narcosis. Effects may be increased by the use of alcoholic beverages. Evidence of liver and kidney impairment were reported in workers recovering from a gross overexposure. Effects from Prolonged or Repeated Exposure: Impaired neurological function was reported in workers exposed to solvents including xylene. Studies in laboratory animals have shown evidence of impaired hearing following high levels of exposure. Studies in laboratory animals suggest some changes in reproductive organs following high levels of exposure but no significant effects on reproduction were observed. Studies in laboratory animals indicate skeletal and visceral malformations, developmental delays, and increased fetal resorptions following extremely high levels of maternal exposure. The relevance of these observations to humans is not clear at this time. Adverse effects on the liver, kidney, bone marrow (changes in blood cell parameters) were observed in laboratory animals following high levels of exposure. The relevance of these observations to humans is not clear at this time.

C9 AROMATIC HYDROCARBONS: A developmental inhalation study was conducted in laboratory mice. Increased implantation losses, reduced fetal weights, delayed ossification and an increased incidence of cleft palate were observed at the highest exposure level (1,500 ppm). This exposure level was extremely toxic to pregnant female mice (44% mortality). Reduced fetal body weights were also observed at 500 ppm. A multi-generation reproduction inhalation study was conducted in laboratory rats. Reductions in pup weights, pup weight gain, litter size, and pup survival were observed at 1,500 ppm, an exposure level at which significant maternal toxicity was observed. Reduced pup weight gain was also observed at 500 ppm.

MIDDLE DISTILLATES, PETROLEUM: Long-term repeated (lifetime) skin exposure to similar materials has been reported to result in an increase in skin tumors in laboratory rodents. The relevance of these findings to humans is not clear at this time.

DIESEL EXHAUST: NIOSH recommends that whole diesel exhaust be regarded as a potential carcinogen, and the National Toxicology Program (NTP) classifies diesel exhaust particulate as "reasonably anticipated to be a human carcinogen". In a recent review of the scientific literature, The International Agency for Cancer (IARC) classified diesel engine exhaust as a Group 1 carcinogen (carcinogenic to humans), based on sufficient evidence that exposure is associated with an increased risk for lung cancer, and limited evidence of a positive association with an increased risk of bladder cancer. Lifetime exposure to whole diesel exhaust also has been shown to cause cancer in laboratory animals.

Exposure to this material may cause adverse effects or damage to the following organs or organ systems: blood, central nervous system, eyes, kidneys, respiratory tract, lungs, bone marrow, and skin.

12. Ecological Information

Ecotoxicity	Toxic to aquatic organisms.
Persistence and degradability	Not readily biodegradable.
Bioaccumulation / Accumulation	May bioaccumulate in aquatic organisms.
Mobility in environmental media	May partition into air, soil and water.

13. Disposal considerations

Disposal Instructions	<p>This material, as supplied, when discarded or disposed of, is a hazardous waste according to Federal Regulations due to the material exhibiting a hazardous characteristic under Subpart C of 40 CFR 261. Under RCRA, it is the responsibility of the user of the material to determine, at the time of disposal, whether the material meets RCRA criteria for hazardous waste.</p> <p>The transportation, storage, treatment and disposal of RCRA waste material must be conducted in compliance with federal regulations. Check state and local regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Chemical additions, processing or otherwise altering this material may make the waste management information presented in this MSDS incomplete, inaccurate or otherwise inappropriate. Disposal of this material must be conducted in compliance with all federal, state and local regulations.</p> <p>For additional handling information and protection of employees, see Section 7 (Handling and Storage) and Section 8 (Exposure Controls/Personal Protection).</p>
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14. Transport Information

General	<p>BILL OF LADING - BULK (U. S. DOT): See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.</p> <p>BILL OF LADING - NON-BULK (U. S. DOT): See Bill of Lading for proper shipping description, or consult 49 CFR 100-185 for specific shipping information.</p> <p>Due to the possible variances of this material, the shipping classification must be evaluated at the time of shipment. Please consult 49 CFR 171 - 180 for specific shipping information.</p>
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15. Regulatory information

US federal regulations

All ingredients are on the TSCA Inventory, or are not required to be listed on the TSCA Inventory.

Consult OSHA's Benzene standard 29 CFR 1910.1028 for provisions on air monitoring, employee training, medical monitoring, etc.

A release of this material, as supplied, may be exempt from reporting under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA - 40 CFR 302) by the petroleum exclusion. Releases may be reportable to the National Response Center (800-424-8802) under the Clean Water Act, 33 U.S.C. 1321(b)(3) and (5).

This material may contain toxic chemical(s) in excess of the applicable de minimis concentration that are subject to the annual toxic chemical release reporting requirements of the Superfund Amendments and Reauthorization Act (SARA) Section 313 (40 CFR 372). This information must be included in all SDSs that are copied and distributed for this material.

This material contains one or more substances listed as hazardous air pollutants under Section 112 of the Clean Air Act.

Check local, regional or state/provincial regulations for any additional requirements as these may be more restrictive than federal laws and regulations. Failure to comply may result in substantial civil and criminal penalties.

US EPCRA (SARA Title III) Section 313 - Toxic Chemical: De minimis concentration

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	1.0 %
BENZENE (CAS 71-43-2)	0.1 %
BIPHENYL (CAS 92-52-4)	1.0 %
NAPHTHALENE (CAS 91-20-3)	0.1 %
XYLENE (CAS 1330-20-7)	1.0 %

US EPCRA (SARA Title III) Section 313 - Toxic Chemical: Listed substance

1,2,4-TRIMETHYLBENZENE (CAS 95-63-6)	Listed.
BENZENE (CAS 71-43-2)	Listed.
BIPHENYL (CAS 92-52-4)	Listed.
NAPHTHALENE (CAS 91-20-3)	Listed.
XYLENE (CAS 1330-20-7)	Listed.

CERCLA (Superfund) reportable quantity

XYLENE: 100.0 pounds
BIPHENYL: 100.0 pounds
NAPHTHALENE: 100.0 pounds
BENZENE: 10.0 pounds

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - Yes
	Delayed Hazard - Yes
	Fire Hazard - Yes
	Pressure Hazard - No
	Reactivity Hazard - No

State regulations

WARNING: This product contains one or more chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Proposition 65, CAL. HSC. §25249.5.

US - California Proposition 65 - CRT: Listed date/Carcinogenic substance

BENZENE (CAS 71-43-2)	Listed: February 27, 1987 Carcinogenic.
NAPHTHALENE (CAS 91-20-3)	Listed: April 19, 2002 Carcinogenic.

US - California Proposition 65 - CRT: Listed date/Developmental toxin

BENZENE (CAS 71-43-2)	Listed: December 26, 1997 Developmental toxin.
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US - California Proposition 65 - CRT: Listed date/Male reproductive toxin

BENZENE (CAS 71-43-2)	Listed: December 26, 1997 Male reproductive toxin.
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16. Other information

Further information

WARNING: THIS PRODUCT, AS INDICATED, CONTAINS BIODIESEL. BIODIESEL, OR FUELS BLENDED WITH BIODIESEL, MAY UNDER CERTAIN COLD WEATHER CONDITIONS GEL, CLOG, DAMAGE OR HARM FUEL STORAGE TANKS, PIPING, METERS, DIESEL ENGINES AND/OR RELATED FUEL SYSTEMS (INCLUDING, BUT NOT LIMITED TO MARINE EQUIPMENT). IT IS IMPERATIVE THAT BEFORE YOU USE OR STORE THIS PRODUCT YOU CONDUCT AN ASSESSMENT TO DETERMINE WHETHER THIS FUEL IS COMPATIBLE WITH YOUR PARTICULAR EQUIPMENT/MACHINERY IN WHICH THIS FUEL MIGHT BE STORED, TRANSPORTED OR COMBUSTED. AS SOME MANUFACTURERS MAY VOID ENGINE WARRANTIES IF THIS FUEL IS USED, IT IS IMPORTANT YOU REVIEW THE TERMS OF YOUR MANUFACTURER'S WARRANTY AND DETERMINE IF THIS FUEL IS RIGHT FOR YOUR APPLICATION.

DISCLAIMER OF ALL WARRANTIES: FLINT HILLS RESOURCES MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS FOR ANY PARTICULAR PURPOSE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES REGARDING THIS PRODUCT.

HMIS® ratings

Health: 1*
Flammability: 2
Physical hazard: 0
* Indicates chronic health hazard

NFPA ratings

Health: 1
Flammability: 2
Instability: 0

Disclaimer

NOTICE: The information presented herein is based on data considered to be accurate as of the date of preparation of this Material Safety Data Sheet. Adequate training and instruction should be given by you to your employees and affected personnel. Appropriate warnings and safe handling procedures should be provided by you to handlers and users. Additionally, the user should review this information, satisfy itself as to its suitability and completeness, and pass on the information to its employees or customers in accordance with the applicable federal, state, provincial or local hazard communication requirements. This MSDS may not be used as a commercial specification sheet of manufacturer or seller, and no warranty or representation, expressed or implied, is made as to the accuracy or comprehensiveness of the foregoing data and safety information, nor is any authorization given or implied to practice any patented invention without a license. In addition, vendor neither assumes nor retains any responsibility for any damage or injury resulting from abnormal use, from any failure to adhere to appropriate practices, or from any hazards inherent in the nature of the material. Moreover, unless an employee or a customer accesses or receives a MSDS directly from the company, there is no assurance that a document obtained from alternate sources is the most currently available MSDS.

This data sheet contains changes from the previous version in section(s):

Physical & Chemical Properties: Multiple Properties
Regulatory Information: US federal regulations
Other Information: Further Information

Completed by

Flint Hills Resources, LP - Operations EH&S

Material name: DIESEL NO. 2 PRODUCTS

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TXST: Contract for Promotional and Branded Items with AJL Advertising Specialties, Inc.

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

The award of a contract for promotional and branded items at Texas State University with AJL Advertising Specialties, Inc. be approved.

Explanation

A Request for Proposal (RFP) to provide promotional and branded items was posted on the Electronic State Business Daily on September 3, 2015. Texas State received four qualified and HUB compliant responses.

An evaluation committee, consisting of the Director and Associate Director of University Marketing, the Assistant Vice President for Enrollment Management-Undergraduate Admissions, and the Alumni Marketing Officer, were each given the qualifications proposals to review.

Each evaluation committee member received a copy of all four Respondents' qualifications submittal (no evaluation committee member viewed any pricing proposal). Each was given an evaluation matrix with the criteria and weights specified in the RFP and they evaluated the submissions independently and returned their evaluations to the Purchasing Office for final scoring. The highest normalized score ranked at number one and so on.

The top two companies will be awarded a two-year contract with the option for three one-year renewals.

The total amount for each contract is approximately \$3,000,000.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
AJL ADVERTISING SPECIALTIES, INC.

This Agreement to provide Promotional and Branded Items (“Work”) is made and entered into effective as of December 1, 2015 (“Effective Date”) by and between Texas State University (“University”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and AJL Advertising Specialties, Inc. (“Contractor”) on an as-needed basis.

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 two years and will begin on the Effective Date and expire November 30, 2017. University will have the option to renew this Agreement for three additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for Promotional and Branded Items 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) (“Final Invoice(s)”) to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
- 5.5.1 Contractor is in breach or default under this Agreement; or
- 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

- 8.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.3 Owner's Protective Liability Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.5 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.

- 8.6 Contractor will deliver to University:
- 8.6.1 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.
- 8.6.2 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.
- 8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and
- 8.7.2 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.

10.1.1 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**
13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION** – Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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. Sponsor 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** – 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 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED

REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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

Attention: Jacque Allbright
Director, Procurement and Strategic Sourcing
601 University Dr., JCK 527
San Marcos TX 78666
Email: purchasing@txstate.edu

If to Contractor: AJL Advertising Specialties, Inc.
Attention: Lee C. Lundin
President
2101 Airport Blvd., #100
Austin TX 78722
Email: lee@ajladvertising.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101 -20.108. University may also revoke this Agreement for breach and make a claim against Contractor.
 - 45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University;

and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.

- 45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1
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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other Institutions of Higher Education, may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

- Attachment A – Scope of Work
- Attachment B – Pricing and Delivery Proposal
- RFP incorporated by reference
- HUB Subcontracting Plan

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

AJL ADVERTISING SPECIALTIES, INC.

 President
 Name, Title, Authority

10-20-15
 Date

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

SECTION 7 – SCOPE OF WORK

The University orders a variety of promotional items annually. The services to be provided include order fulfillment, product storage/inventory, and distribution.

All successful Respondent(s) will Vendor shall procure and pay for all permits and licenses and pay for all governmental inspections fees or applicable duties which are necessary and incidental to its operation in the performance of any Agreement or Contractual arrangement resulting from this Solicitation and shall give all notices required by such permits and licenses.

The University reserves the rights to add additional items throughout the term of any Agreement or Contractual arrangement resulting from this Solicitation at a negotiated price.

Special orders will be quoted on a per job basis.

The successful Respondent(s) will have a dedicated account manager assigned to the University that is available to make monthly site visits as needed.

Preference will be given to Respondents within the State of Texas

The successful Respondent(s) will:

A. Order Selection and Purchases

1. Offer a wide range of brand names
2. Update University staff regarding new promotional items, sales, bulk opportunities, etc.
3. Create an order form of the University's standard items for efficient ordering
4. Create a document with photos of standard items for reference
5. Arrange for University staff to review and approve a physical “proof” for new items
6. Place orders with manufacturers or distributors
7. Be able to imprint our logos on all items requested
8. Be able to engrave signs, trophies, plaques and name badges when needed.
9. Be able to provide various types of signs: vinyl, banners, magnetic signs and vinyl graphics for vehicles.
10. Be able to provide four-color process signs and banners.
11. Be able to do embroidery for shirts, jackets, hats and bags, etc.
12. Be able to provide artwork, such as graphics and logo capabilities.
13. Be able to provide warehouse space at no additional charge.
14. Provide an estimated delivery /shipping time line for the requested services/items
15. Ability to provide sample of all requested items prior to order placement
16. Catalogs submitted for consideration must provide (%) discount offered off list price highlighting page # where item(s) are referenced.
17. All orders will be fulfilled at the quantity ordered. The University will not accept over/under shipments.
18. No orders will be fulfilled without a purchase order.

19. Must have or be able to obtain a CLC license
20. Must have an in-house graphic designer on staff

B. Tracking and Invoicing Options

1. Invoice University for each order separately (one order form = one invoice)
2. Invoice details must include order department(s), purchase order number, quantities, product descriptions, and shipment details

C. Schedule

1. The University will work with the successful Respondent to establish standard lead times and coordinate implementation of an ordering process.

D. Shipping

1. All goods are to be shipped prepaid, FOB destination. Cost will be an all-inclusive to include any shipping, handling, packaging, etc.

E. Respondents must:

1. Have a minimum of five (5) years of experience in providing promotional items especially with Universities.
2. Have sufficient personnel or sub-consultants available to perform the services timely.

F. Correction of Work

1. The successful Respondent(s) shall at no additional expense to the University, promptly correct all work, which is defective or otherwise fails to conform to the requirements of the contract documents.

G. Changes

1. The University reserves the right to increase, decrease or cancel any portion of the work, or to make other changes in the work.

H. Brand Names

1. When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described, unless the University specifies that no substitutions are permitted. Brands of equal quality, performance and use shall be considered, provided Respondent specifies the brand and model and submits descriptive literature, when available.
2. Any response containing a brand, which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal and failure to do so shall be sufficient reason to disregard the bid. The University shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

I. Pricing

1. The successful Respondent(s) agree to provide pricing to that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
2. The successful Respondent agrees to lower promptly the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost to the successful Respondent(s).
3. Price increases shall be no more than the percentage stated in Section 8 – Pricing and Delivery Proposal.
4. The University must be able to determine the exact discount that is being applied. All additional charges shall be priced and listed separately on each quote and invoice.

J. PMS Colors

504 (maroon)
872 (metallic gold)

CMYK Information:
M = 65,100,100,35
G = 20, 30,70, 20

K. Items

The University utilizes a number of different items for promotional services or reward incentives for staff and students

Below are the items that have been ordered in the past. This is not a complete list of items but reflects, in general, the type of items typically ordered. No item shall contain lead, PVC (vinyl), mercury, heavy metals, Polystyrene Foam (Styrofoam, Phthalates, Bisphenol-A)

Bookmarks	Die-cut 2"x2" square in brushed gold, individually poly-bagged
Car Decals	Texas star over state in gold
Key Tags	1 ¼" round antique bronze finish, 2-sided design
Lapel Pins	Custom pin: maroon, ¾" soft enamel, 2 styles, 1 circle style, hard enamel
Marble Pens	Panormus ballpoint pen with velvet pouch
Maroon Pens	Retractable, gel, Sarasa, maroon ink with imprint in Maroon, ZEB468
Mouse Pads	1/8" thick with firm surface 7.5X8"
Pencils	Pencil with #2 Graphite Insert, Gold with Maroon Imprint
Pennants	2mm felt, 12"X30" Solid Maroon fabric (no trim or "flags", with metallic gold print
Pocket Folders	19.5" X 16" prints met+pms+aqueous, 1/side, w/bleed, die cut, score, fold & glue, 2-4"pockets to final 9"X12", shrink wrap in 25's, carton pack
Pull Up Banners	various designs, pull up design with matt finish graphics, 36"X86'
Stress Stars	PMS Color Match in Gold, 2 sided design
Table Throws	Polyester, Maroon, Embroidery Tackle Twill
T-Shirts (adult and youth)	Gildan 100% cotton in maroon
USB Flash Drives 8GB	8 GB, Maroon PMS 504 with silver swivel
Band Aids	
Business Card Cases	
Baseball Caps	
Tote Bags	
BPA-free Water Bottles	
Stainless Steel Water Bottles	
Tumblers	
Coffee Mugs	Metro mug 14 oz in natural with maroon imprint
Medallions	
Business Card Holders	
Towels	
Lanyards	
Travel Mugs	

Jackets	
Plaques/Awards	
ID Holders	
Magnets	
Golf Balls	
Coasters	Bonded Leather Coaster in maroon with foil stamp
Adhesive Note cubes	3X3X1.5" 4 color process on sides and top
Fleece Throws	
Stickers	1.75" inch round
Drawstring Bags	
Hoodies	Maroon pull-over with front pocket
1.75" Stickers (4 different Designs)	1.75 inch, gloss round, 2 color imprint
Adhesive Cubes	Norwood, 3X3X1.5, Top Sheet Imprint Area: 2.6525"X2.625, Side Imprint Area: 2.62"X1.1034, Side imprint Area with Bleed: 3.015"X1.495", Min. Font Size on Top Sheet: 6 pt, Min. Font Size on Cube Sides: 8pt, Min Line Wt: .5 pos/.5 neg
Car Decals	Color Shock Decals, white lettering on white background
Coasters (Bonded Leather) w/Foil Stamp	Norwood Brand, Round Coaster, Ad Area: 3 3/8" diameter, Hot Stamp, Min Pt, Size 8 pt, Min Line Wt: 1 pos/1.5 nege, Imprint Color 872 Gold
Hoodies (maroon)	Gildan, Maroon Hoodie with front pocket, Full front 11.57"X9" H, Liquid Gold Imprint
Jump Drives	Sunjoy, 8 Gig USB, Maroon drive with silver swivel, imprint on both sides, Imprint Color 504C
Maroon Sarasa Pens w/web address	Sarasa Gel pens with gold imprint
Mousepads (w/firm surface)	Norwood, 4 process color, 7.5" X 8"
Mug - Stylish Café maroon	Metro Mug 14 oz in natural with maroon imprint
Pencils, Gold with Logo & web address	gold #2 pencils with maroon imprint
Stress Stars	Gold match star, Imprint on both sides, pms 504 maroon
Lapel Pins	soft enamel, pms 504 maroon background, gold letters and boarder, square lapel pin, .75"X.5"h
Pennants	12"X30", 2mm felt maroon custom dye, with gold imprint
T-shirts (Youth)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
T-shirts (adult)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
t-Shirt (adult XXL+)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
High End Pen (maroon/silver)	3601 Imark Pen in Burgundy with gold imprint, .3"X1.2" imprint
Insulated Water Tumbler	Alta Tritan Brand, includes 2 logos (one on sleeve, one on bottle, one colore
Sweatshirt Blanket/Throws	Sport Tech Brand, 50"X60". 9 ounce/40 ring spun combined cotton/poly, 1 color embroidered logo
Stadium Seats	Port Authority Brand, 600 denier polyester, with carrying handlers, exterior large zipped pocket, adjustable side straps with quick-release buckles, 2 colored embroidered
Drawstring Bags	Sport-tech brand, rival cinch pack, 100 Polyester diamond texture with printed panel, front pocket with double side entry, 2 color embroidery
Cotton Tote Bag	Port & Company Brand, Over the Shoulder Grocery Tote, 11 inch handles, 100% cotton twill, 15.5"hX14.5"wX7"d

SECTION 8 – PRICING AND DELIVERY PROPOSAL

Proposal of: AJL Advertising Specialties, Inc.
 (Respondent Company Name)

To: Texas State University

RFP #754-16-PROMO

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Promotional and Branded Items required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

All items quoted must be available in Maroon and or Gold as well as other colors and be able to be imprinted/engraved/embroidered, etc.

There will be no cost increase for the initial term of any Agreement or Contractual arrangement resulting from this Solicitation except those imposed by manufacturers and then only with written justification. For any option years exercised, the amount of increase will be no more than the percentage off stated below, with the exception of those imposed the manufacturers and then only with written justification.

PLEASE ENTER COSTS FOR SHIRTS ONLY

T-SHIRTS – COLORS – SHORT SLEEVES - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	5.4oz 100% Cotton	N/A		3.11	2.90	5.20	4.40
Gildan	5.4oz 100% Cotton	N/A		3.11	2.90	5.20	4.85

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	6.1 oz 100% Cotton	N/A		3.49	3.24	4.76	4.44
Gildan	6.1 oz 100% Cotton	N/A		3.66	3.41	5.35	4.99

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
District	100% Soft Spun Cotton	N/A		3.60	3.36	4.94	4.61
LA.T	100% Fine Ringspun Cotton	N/A		5.03	4.69	6.72	6.30

T-SHIRTS – COLORS – LONG SLEEVES - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

T-SHIRTS – COLORS – TANK TOPS - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

T-SHIRTS – COLORS – SHORT SLEEVES - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	5.4 oz 100% Cotton	2.36	2.19	2.36	2.19	4.56	4.29
Gildan	5.4 oz 100% Cotton	2.36	2.19	2.36	2.19	4.56	4.29

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	6.1 oz 100% Cotton	2.49	2.33	2.49	2.33	4.69	4.38
Gildan	6.1 oz 100% Cotton	2.49	2.33	2.49	2.33	4.69	4.38

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
District	100 % Softspun Cotton	N/A		3.60	3.38	4.97	4.63
L.A.T	100% Fine Ringspun Cotton	N/A		4.29	4.05	5.63	5.35

T-SHIRTS – COLORS – LONG SLEEVES - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	5.4oz 100% Cotton	N/A		4.69	4.38	6.30	5.88

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co.	50/50 Blend	N/A		5.36	5.04	7.04	6.57

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co.	6.1 oz 100% Cotton	7.00	6.60	5.76	5.39	7.77	7.25
Gildan	6.1 oz 100% Cotton	6.70	6.35	5.76	5.39	7.77	7.25

T-SHIRTS – COLORS – TANK TOPS - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
N/A							

POLO SHIRTS – COLORS - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port Authority	65/35 Pique	N/A		10.05	9.40	11.40	10.65

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sportek	100% Poly micro pique	N/A		14.75	13.85	16.10	15.00

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sportek	100% Poly mesh	N/A		17.45	16.25	18.80	17.50
Harrington	100% Poly Mesh	N/A		17.45	16.25	18.80	17.50

POLO SHIRTS – COLORS - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port Authority	65/35 pique	N/A		10.05	9.40	11.40	10.65

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sportek	100% Poly micro pique	N/A		14.75	13.85	16.10	15.00

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sportek	100% Poly mesh	N/A		17.45	16.25	18.80	17.50
Harrington	100% Poly mesh	N/A		17.45	16.25	18.80	17.50

HANES BEEFY T-90% COTTON – 10% POLYESTER – COLORS - WOMENS

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
	1,000	5,000	1,000	5,000	1,000	5,000
QUANTITY						
N/A						

HANES BEEFY T-90% COTTON – 10% POLYESTER – COLORS - MENS

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
	1,000	5,000	1,000	5,000	1,000	5,000
QUANTITY						
6.1 oz Ringspun	4.85	4.52	4.95	4.62	7.65	7.12

INK

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
One-color front only	.47	.45	.47	.45	.47	.45
One-color back only	.47	.45	.47	.45	.47	.45
Two-color front only	.49	.47	.49	.47	.49	.47
Two-color back only	.49	.47	.49	.47	.49	.47
Two-color; one color front/one color back	.94	.91	.94	.91	.94	.91
Three-color front only	.52	.50	.52	.50	.52	.50
Three-color; one-color front, two-color back	.97	.94	.97	.94	.97	.94
Three-color; two-color front, one color back	.97	.94	.97	.94	.97	.94

USB DRIVES W/LANYARD

Manufacturer	Description	8GB	16GB
Pricing changes weekly for best pricing. Can't hold price for 2 years			

RETRACTABLE PENS – GEL, SARASA, MAROON INK WITH IMPRINT IN MAROON

Please quote on ZEB468 with quantity breaks and add pens the would meet the specifications of brand pen with quantity breaks

Manufacturer	Description	Quantity 100	Quantity 500	Quantity 1,000
Zebra®	Sarasa® Retractable Gel-Ink Pens, Medium Point	1.62	1.52	1.42

EMBROIDERY PRICING (per location) Embroidery Run Charges-one color

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	1.94	2.81	4.69	6.57	8.45
101-500 Units	1.94	2.81	4.69	6.57	8.45
501-1,000 Units	1.74	2.63	4.38	6.12	7.88

EMBROIDERY PRICING (per location) Embroidery Run Charges-two colors

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	same as above				
101-500 Units					
501-1,000 Units					

EMBROIDERY PRICING (per location) Embroidery Run Charges-three colors

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	same as above				
101-500 Units					
501-1,000 Units					

Set Up Fee \$\$15.00 per color screenprinting/\$12.00 per thousand stitches embroidery

PMS Color Match \$ No charge

Standard Lead Time 8-12 working days business days

Fee for rush orders \$no charge

Graphic Designer Hourly Fee \$\$35.00 per hour art charge/films \$10.00 per color

Special orders will be quoted.


Lee Lundin, President



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

RFP NUMBER: 754-16-PROMO

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

Friday September 7, 2015

(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

**See additional attachments:

- HSP Quick Check List
- Monthly Progress Assessment Report (PAR)

Link to minority trade organizations contacts

<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

HUB Contact: Judi Nicholson 512.245.2521 or HUB@txstate.edu

SECTION 1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: AJLAdvertising Specialties, Inc. State of Texas VID #: _____
 Point of Contact: Lee Lundin Phone #: 512/320-0077
 E-mail Address: lee@ajladvertising.com Fax #: 512/479-0470

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
 - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded 'No' to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

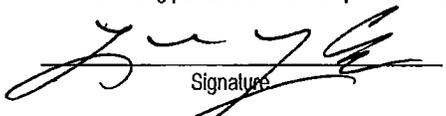
- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

AJL advertising Specialties runs a full time operation with 4 presses and over 30 full time employees. We are capable or screen printing all textile and wearable merchandise and storing it in our warehouse facility. Additionally, we work with over 3000 suppliers to provide promotional items of all types. All Graphic arts services are provided at our facility as well.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Lee Lundin
Printed Name

President
Title

9/15/15
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP GOOD FAITH EFFORT - METHOD B (Attachment B)

Enter your company's name here: _____

Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP GOOD FAITH EFFORT - METHOD B (ATTACHMENT B) CONT.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov'l Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American; Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____
 Point-of-Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

TXST: Contract for Promotional and Branded Items with Caprice Productions, Inc.

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

The award of a contract for promotional and branded items at Texas State University with Caprice Productions, Inc. be approved.

Explanation

A Request for Proposal (RFP) to provide promotional and branded items was posted on the Electronic State Business Daily on September 3, 2015. Texas State received four qualified and HUB compliant responses.

An evaluation committee, consisting of the Director and Associate Director of University Marketing, the Assistant Vice President for Enrollment Management-Undergraduate Admissions, and the Alumni Marketing Officer, were each given the qualifications proposals to review.

Each evaluation committee member received a copy of all four Respondents' qualifications submittal (no evaluation committee member viewed any pricing proposal). Each was given an evaluation matrix with the criteria and weights specified in the RFP and they evaluated the submissions independently and returned their evaluations to the Purchasing Office for final scoring. The highest normalized score ranked at number one and so on.

The top two companies will be awarded a two-year contract with the option for three one-year renewals.

The total amount for each contract is approximately \$3,000,000.

AGREEMENT BETWEEN
TEXAS STATE UNIVERSITY
AND
CAPRICE PRODUCTIONS, INC.

This Agreement to provide Promotional and Branded Items (“Work”) is made and entered into effective as of December 1, 2015 (“Effective Date”) by and between Texas State University (“University”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Caprice Productions, Inc. (“Contractor”) on an as-needed basis.

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 two years and will begin on the Effective Date and expire November 30, 2017. University will have the option to renew this Agreement for three additional one-year terms.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** for Promotional and Branded Items 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, **SECTION 7 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 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.
 - 5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
 - 5.4 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) (“Final Invoice(s)”) to the University Department that ordered the Work, which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.5 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
- 5.5.1 Contractor is in breach or default under this Agreement; or
- 5.5.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.6 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.7 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.8 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as University may require:
- 8.1 workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

- 8.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.3 Owner's Protective Liability Insurance limits of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.4 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:
- | | |
|--|-----------|
| Bodily Injuries (including accidental death) | \$500,000 |
| Per Occurrence | \$500,000 |
| Property Damage | \$300,000 |
- 8.5 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.

- 8.6 Contractor will deliver to University:
- 8.6.1 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.
- 8.6.2 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.
- 8.7 The insurance policies required in this Agreement will be kept in force for the periods specified below:
- 8.7.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and
- 8.7.2 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.

10.1.1 Contract Vendor Employee Background Check Policies. System Components shall engage in due diligence in awarding contracts to vendors of services, who will maintain permanent staffing on the campus.

10.1.2 Due Diligence on Vendors. Before awarding a contract to a vendor of services, who will permanently place employees on the campus where such employees will be working with or around students, the Component shall:

10.1.2.1 A representation by the vendor that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

10.1.2.1.1 Sex offender and criminal history databases where the above individuals will be placed permanently on the campus, working with or around students;

10.1.2.1.2 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 the president.

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 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 – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION –** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws 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. Sponsor 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** – 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 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/>

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, employees, or other persons it causes to be 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. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.
22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED

REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

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. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
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** – 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.
34. **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.
35. **VENUE, GOVERNING LAW** – Hays County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. 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.

36. **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
37. **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.
38. **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.
39. **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.
40. **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.
41. **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

Attention: Jacque Allbright
Director, Procurement and Strategic Sourcing
601 University Dr., JCK 527
San Marcos TX 78666
Email: purchasing@txstate.edu

If to Contractor: Caprice Productions, Inc.
Attention: Cathy Price Sigler
Owner
1935 Sable Lane
San Antonio TX 78217
Email: cathy@capriceproductions.com

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **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.
43. **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.
44. **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.
45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101 -20.108. University may also revoke this Agreement for breach and make a claim against Contractor.
 - 45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University;

and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 44 to replace the HSP with the revised subcontracting plan.

45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1

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. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other Institutions of Higher Education, may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
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-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the 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.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DESCREPNENCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

- Attachment A – Scope of Work
- Attachment B – Pricing and Delivery Proposal
- RFP incorporated by reference
- HUB Subcontracting Plan

IN WITNESS WHEREOF, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

CAPRICE PRODUCTIONS, INC.

Cathy Sigler - President 10-20-2015
Name, Title, Authority Date
Caprice Productions, Inc.

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

SECTION 7 – SCOPE OF WORK

The University orders a variety of promotional items annually. The services to be provided include order fulfillment, product storage/inventory, and distribution.

All successful Respondent(s) will Vendor shall procure and pay for all permits and licenses and pay for all governmental inspections fees or applicable duties which are necessary and incidental to its operation in the performance of any Agreement or Contractual arrangement resulting from this Solicitation and shall give all notices required by such permits and licenses.

The University reserves the rights to add additional items throughout the term of any Agreement or Contractual arrangement resulting from this Solicitation at a negotiated price.

Special orders will be quoted on a per job basis.

The successful Respondent(s) will have a dedicated account manager assigned to the University that is available to make monthly site visits as needed.

Preference will be given to Respondents within the State of Texas

The successful Respondent(s) will:

A. Order Selection and Purchases

1. Offer a wide range of brand names
2. Update University staff regarding new promotional items, sales, bulk opportunities, etc.
3. Create an order form of the University's standard items for efficient ordering
4. Create a document with photos of standard items for reference
5. Arrange for University staff to review and approve a physical “proof” for new items
6. Place orders with manufacturers or distributors
7. Be able to imprint our logos on all items requested
8. Be able to engrave signs, trophies, plaques and name badges when needed.
9. Be able to provide various types of signs: vinyl, banners, magnetic signs and vinyl graphics for vehicles.
10. Be able to provide four-color process signs and banners.
11. Be able to do embroidery for shirts, jackets, hats and bags, etc.
12. Be able to provide artwork, such as graphics and logo capabilities.
13. Be able to provide warehouse space at no additional charge.
14. Provide an estimated delivery /shipping time line for the requested services/items
15. Ability to provide sample of all requested items prior to order placement
16. Catalogs submitted for consideration must provide (%) discount offered off list price highlighting page # where item(s) are referenced.
17. All orders will be fulfilled at the quantity ordered. The University will not accept over/under shipments.
18. No orders will be fulfilled without a purchase order.

19. Must have or be able to obtain a CLC license
20. Must have an in-house graphic designer on staff

B. Tracking and Invoicing Options

1. Invoice University for each order separately (one order form = one invoice)
2. Invoice details must include order department(s), purchase order number, quantities, product descriptions, and shipment details

C. Schedule

1. The University will work with the successful Respondent to establish standard lead times and coordinate implementation of an ordering process.

D. Shipping

1. All goods are to be shipped prepaid, FOB destination. Cost will be an all-inclusive to include any shipping, handling, packaging, etc.

E. Respondents must:

1. Have a minimum of five (5) years of experience in providing promotional items especially with Universities.
2. Have sufficient personnel or sub-consultants available to perform the services timely.

F. Correction of Work

1. The successful Respondent(s) shall at no additional expense to the University, promptly correct all work, which is defective or otherwise fails to conform to the requirements of the contract documents.

G. Changes

1. The University reserves the right to increase, decrease or cancel any portion of the work, or to make other changes in the work.

H. Brand Names

1. When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described, unless the University specifies that no substitutions are permitted. Brands of equal quality, performance and use shall be considered, provided Respondent specifies the brand and model and submits descriptive literature, when available.
2. Any response containing a brand, which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal and failure to do so shall be sufficient reason to disregard the bid. The University shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

I. Pricing

1. The successful Respondent(s) agree to provide pricing to that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
2. The successful Respondent agrees to lower promptly the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost to the successful Respondent(s).
3. Price increases shall be no more than the percentage stated in Section 8 – Pricing and Delivery Proposal.
4. The University must be able to determine the exact discount that is being applied. All additional charges shall be priced and listed separately on each quote and invoice.

J. PMS Colors

504 (maroon)
872 (metallic gold)

CMYK Information:
M = 65,100,100,35
G = 20, 30,70, 20

K. Items

The University utilizes a number of different items for promotional services or reward incentives for staff and students

Below are the items that have been ordered in the past. This is not a complete list of items but reflects, in general, the type of items typically ordered. No item shall contain lead, PVC (vinyl), mercury, heavy metals, Polystyrene Foam (Styrofoam, Phthalates, Bisphenol-A)

Bookmarks	Die-cut 2"x2" square in brushed gold, individually poly-bagged
Car Decals	Texas star over state in gold
Key Tags	1 ¼" round antique bronze finish, 2-sided design
Lapel Pins	Custom pin: maroon, ¾" soft enamel, 2 styles, 1 circle style, hard enamel
Marble Pens	Panormus ballpoint pen with velvet pouch
Maroon Pens	Retractable, gel, Sarasa, maroon ink with imprint in Maroon, ZEB468
Mouse Pads	1/8" thick with firm surface 7.5X8"
Pencils	Pencil with #2 Graphite Insert, Gold with Maroon Imprint
Pennants	2mm felt, 12"X30" Solid Maroon fabric (no trim or "flags", with metallic gold print
Pocket Folders	19.5" X 16" prints met+pms+aqueous, 1/side, w/bleed, die cut, score, fold & glue, 2-4"pockets to final 9"X12", shrink wrap in 25's, carton pack
Pull Up Banners	various designs, pull up design with matt finish graphics, 36"X86'
Stress Stars	PMS Color Match in Gold, 2 sided design
Table Throws	Polyester, Maroon, Embroidery Tackle Twill
T-Shirts (adult and youth)	Gildan 100% cotton in maroon
USB Flash Drives 8GB	8 GB, Maroon PMS 504 with silver swivel
Band Aids	
Business Card Cases	
Baseball Caps	
Tote Bags	
BPA-free Water Bottles	
Stainless Steel Water Bottles	
Tumblers	
Coffee Mugs	Metro mug 14 oz in natural with maroon imprint
Medallions	
Business Card Holders	
Towels	
Lanyards	
Travel Mugs	

Jackets	
Plaques/Awards	
ID Holders	
Magnets	
Golf Balls	
Coasters	Bonded Leather Coaster in maroon with foil stamp
Adhesive Note cubes	3X3X1.5" 4 color process on sides and top
Fleece Throws	
Stickers	1.75" inch round
Drawstring Bags	
Hoodies	Maroon pull-over with front pocket
1.75" Stickers (4 different Designs)	1.75 inch, gloss round, 2 color imprint
Adhesive Cubes	Norwood, 3X3X1.5, Top Sheet Imprint Area: 2.6525"X2.625, Side Imprint Area: 2.62"X1.1034, Side imprint Area with Bleed: 3.015"X1.495", Min. Font Size on Top Sheet: 6 pt, Min. Font Size on Cube Sides: 8pt, Min Line Wt: .5 pos/.5 neg
Car Decals	Color Shock Decals, white lettering on white background
Coasters (Bonded Leather) w/Foil Stamp	Norwood Brand, Round Coaster, Ad Area: 3 3/8" diameter, Hot Stamp, Min Pt, Size 8 pt, Min Line Wt: 1 pos/1.5 nege, Imprint Color 872 Gold
Hoodies (maroon)	Gildan, Maroon Hoodie with front pocket, Full front 11.57"X9" H, Liquid Gold Imprint
Jump Drives	Sunjoy, 8 Gig USB, Maroon drive with silver swivel, imprint on both sides, Imprint Color 504C
Maroon Sarasa Pens w/web address	Sarasa Gel pens with gold imprint
Mousepads (w/firm surface)	Norwood, 4 process color, 7.5" X 8"
Mug - Stylish Café maroon	Metro Mug 14 oz in natural with maroon imprint
Pencils, Gold with Logo &web address	gold #2 pencils with maroon imprint
Stress Stars	Gold match star, Imprint on both sides, pms 504 maroon
Lapel Pins	soft enamel, pms 504 maroon background, gold letters and boarder, square lapel pin, .75"X.5"h
Pennants	12"X30", 2mm felt maroon custom dye, with gold imprint
T-shirts (Youth)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
T-shirts (adult)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
t-Shirt (adult XXL+)	2 and 1 color imprint on front, maroon Gildan 5000 5.3 oz
High End Pen (maroon/silver)	3601 Imark Pen in Burgundy with gold imprint, .3"X1.2" imprint
Insulated Water Tumbler	Alta Tritan Brand, includes 2 logos (one on sleeve, one on bottle, one colore
Sweatshirt Blanket/Throws	Sport Tech Brand, 50"X60". 9 ounce/40 ring spun combined cotton/poly, 1 color embroidered logo
Stadium Seats	Port Authority Brand, 600 denier polyester, with carrying handlers, exterior large zipped pocket, adjustable side straps with quick-release buckles, 2 colored embroidered
Drawstring Bags	Sport-tech brand, rival cinch pack, 100 Polyester diamond texture with printed panel, front pocket with double side entry, 2 color embroidery
Cotton Tote Bag	Port & Company Brand, Over the Shoulder Grocery Tote, 11 inch handles, 100% cotton twill, 15.5"hX14.5"wX7"d

SECTION 8 – PRICING AND DELIVERY PROPOSAL

Proposal of: Caprice Productions, Inc.
 (Respondent Company Name)

To: Texas State University

RFP #754-16-PROMO

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Promotional and Branded Items required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

All items quoted must be available in Maroon and or Gold as well as other colors and be able to be imprinted/engraved/embroidered, etc.

There will be no cost increase for the initial term of any Agreement or Contractual arrangement resulting from this Solicitation except those imposed by manufacturers and then only with written justification. For any option years exercised, the amount of increase will be no more than the percentage off stated below, with the exception of those imposed the manufacturers and then only with written justification.

PLEASE ENTER COSTS FOR SHIRTS ONLY

T-SHIRTS – COLORS – SHORT SLEEVES - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	100% Cotton	2.72	2.52	2.98	2.78	4.19	3.99

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	Ring Spun Cotton	N/A	N/A	3.59	3.39	4.59	4.39
Port & Co	100% soft spun cotton	3.10	2.90	N/A	N/A	N/A	N/A

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Sport-Tek	95/5 poly/spandex jersey	6.09	5.89	7.09	6.89	8.09	7.89

T-SHIRTS – COLORS – LONG SLEEVES - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	100% cotton	4.49	4.29	5.27	5.07	6.31	6.11

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Augusta	100% polyester wicking knit	6.29	6.09	6.29	6.09	7.43	7.23

T-SHIRTS – COLORS – TANK TOPS - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	100% Cotton	N/A	N/A	3.59	3.39	4.59	4.39

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port Authority	62/33/5 poly/rayon/spandex	N/A	N/A	8.59	8.39	9.59	9.39

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Augusta	100% polyester wicking knit	4.92	4.72	4.92	4.72	6.08	5.88

T-SHIRTS – COLORS – SHORT SLEEVES - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	100% Cotton	2.72	2.52	2.97	2.77	4.54	4.34
Port & Co	50/50 Cotton/Poly	2.72	2.52	3.25	3.05	4.94	4.74

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	Ring Spun Cotton	N/A	N/A	3.59	3.39	4.59	4.39
Port & Co	100% polyester	3.34	3.14	N/A	N/A	N/A	N/A

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Sport Tek	95/5 Poly/spandex jersey	N/A	N/A	7.09	6.89	8.09	7.89
Sport Tek	100% Polyester	6.59	6.39	N/A	N/A	N/A	N/A
Sport Tek	100% poly double knit mesh	N/A	N/A	9.59	9.39	10.59	10.39

T-SHIRTS – COLORS – LONG SLEEVES - MENS**GOOD**

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	100% cotton	4.49	4.29	5.39	5.19	6.58	6.38

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Port & Co	50/50 Cotton/Poly	3.02	2.82	5.21	5.01	6.51	6.31

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY	1,000	5,000	1,000	5,000	1,000	5,000
Augusta	100% polyester wicking knit	4.92	4.72	4.95	4.75	6.09	5.89
Sport- Tek	100% polyester interlock	5.09	4.89	N/A	N/A	N/A	N/A

T-SHIRTS – COLORS – TANK TOPS - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	100% cotton	N/A	N/A	3.59	3.39	4.59	4.39

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Gildan	100% cotton	N/A	N/A	4.56	4.36	5.99	5.79

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sport-Tek	100% Polyester Mesh	5.09	4.89	6.59	6.39	7.59	7.39

POLO SHIRTS – COLORS - WOMENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	Ring Spun Pique Polo	N/A	N/A	9.00	12.00	10.00	13.00

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	100% Polyester Silk Touch	10.39	9.74	9.60	8.99	10.60	9.99
Port & Co	100% Polyester Performance	N/A	N/A	12.00	11.24	13.00	12.24

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	100% Ring Spun Cotton	11.19	10.49	16.00	14.99	17.00	15.99
Port & Co	53/47 Poly/Poly Bamboo	N/A	N/A	23.99	22.49	24.99	23.49

POLO SHIRTS – COLORS - MENS

GOOD

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	5.5 oz Jersey Knit	6.87	6.44	7.99	7.49	8.99	8.49
Port & Co	Silk Touch Performance Polo	9.59	8.99	11.19	10.49	12.19	11.49

BETTER

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Port & Co	Silk Touch	10.39	9.74	11.99	11.24	12.99	12.24

BEST

Manufacturer	Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
		1,000	5,000	1,000	5,000	1,000	5,000
	QUANTITY						
Sport-Tek	Microplique Sport-Wick	N/A	N/A	20.79	19.49	21.79	20.49
Port & Co	53/47 Poly/ Poly Bamboo	N/A	N/A	23.99	22.49	22.49	23.49

HANES BEEFY T-90% COTTON – 10% POLYESTER – COLORS - WOMENS

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
	1,000	5,000	1,000	5,000	1,000	5,000
QUANTITY						
NOT AVAILABLE						

HANES BEEFY T-90% COTTON – 10% POLYESTER – COLORS - MENS

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
	1,000	5,000	1,000	5,000	1,000	5,000
QUANTITY						
UNISEX	3.95	3.75	4.92	4.72	6.16	5.96

INK

Description	Cost Per Shirt Youth		Cost Per Shirt Adult XS-XL		Cost Per Shirt Adult 2X and Above	
One-color front only	1.15		1.25		1.35	
One-color back only	1.15		1.25		1.35	
Two-color front only	1.85		1.90		1.95	
Two-color back only	1.85		1.90		1.95	
Two-color; one color front/one color back	1.85		1.90		1.95	
Three-color front only	2.45		2.50		2.55	
Three-color; one-color front, two-color back	3.90		3.90		3.90	
Three-color; two-color front, one color back	3.90		3.90		3.90	

USB DRIVES W/LANYARD

Manufacturer	Description	8GB	16GB
I Click	Swivel Cap Style Drive	5.81	6.41

RETRACTABLE PENS – GEL, SARASA, MAROON INK WITH IMPRINT IN MAROON

Please quote on ZEB468 with quantity breaks and add pens the would meet the specifications of brand pen with quantity breaks

Manufacturer	Description	Quantity 100	Quantity 500	Quantity 1,000
Zebra®	Sarasa® Retractable Gel-Ink Pens, Medium Point	1.60	1.52	1.44
Zebra	Jimnie Capped Roller	1.60	1.52	1.44
Zebra	Metallic Gel Retractable	1.60	1.52	1.44

EMBROIDERY PRICING (per location) Embroidery Run Charges-one color

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	4.00	4.50	5.50	7.00	8.00
101-500 Units	3.49	3.99	4.99	6.49	7.49
501-1,000 Units	3.29	3.69	4.49	6.29	7.19

EMBROIDERY PRICING (per location) Embroidery Run Charges-two colors

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	4.00	4.50	5.50	7.00	8.00
101-500 Units	3.49	3.99	4.99	6.49	7.49
501-1,000 Units	3.29	3.69	4.49	6.29	7.19

EMBROIDERY PRICING (per location) Embroidery Run Charges-three colors

Quantity	Under 3,999 Stitches	4,000-7,999 Stitches	8,000 to 11,999 Stitches	12,000- to 16,000 Stitches	16,000 to 20,000 Stitches
1-100 Units	4.00	4.50	5.50	7.00	8.00
101-500 Units	3.49	3.99	4.99	6.49	7.49
501-1,000 Units	3.29	3.69	4.49	6.29	7.19

Set Up Fee \$ No ChargePMS Color Match \$ No ChargeStandard Lead Time 5-7 business daysFee for rush orders \$ 50.00 minimumGraphic Designer Hourly Fee \$ 40.00

Special orders will be quoted.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

RFP NUMBER: 754-16-PROMO

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

Friday September 7, 2015
(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

- **See additional attachments:
- HSP Quick Check List
 - Monthly Progress Assessment Report (PAR)

Link to minority trade organizations contacts
<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

HUB Contact: Judi Nicholson 512.245.2521 or HUB@txstate.edu

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: <u>Caprice Productions, Inc.</u>	State of Texas VID #: <u>1742799354200</u>
Point of Contact: <u>Cathy Sigler</u>	Phone #: <u>210-832-8282</u>
E-mail Address: <u>cathy@capriceproductions.com</u>	Fax #: <u>210-930-4454</u>
b. Is your company a State of Texas certified HUB? <input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	
c. Requisition #: <u>754-16-PROMO</u>	Bid Open Date: <u>09/16/2015</u>

(mm/dd/yyyy)

Enter your company's name here: Caprice Productions, Inc. Requisition #: 754-16-PROMO

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Caprice Productions, Inc.

Requisition #: 754-16-PROMO

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

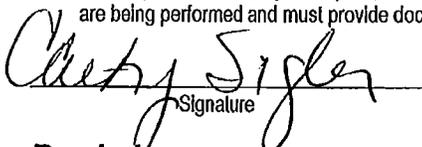
- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Caprice Productions maintains an 8,321 square foot facility, including a spacious warehouse where we maintain a wide variety of of inventory. We produce our own products and all support is performed in house.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Cathy Sigler
Printed Name

Owner
Title

09/15/2015
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

TXST: Amendment to Coca-Cola Refreshments USA Sponsorship Agreement

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

The amendment to the Sponsorship Agreement with Coca-Cola Refreshments USA, Inc. d/b/a Coca-Cola Bottling Company and Texas State University be approved.

Explanation

This amendment reinforces our protection against any credit card fraud that could happen on the card-enabled machines and also insures there will be a minimum of one machine per 140 building occupants.

TEXAS STATE UNIVERSITY

FIRST AMENDMENT

TO

SPONSORSHIP AGREEMENT

This First Amendment ("Amendment") to the Sponsorship Agreement referenced below is effective as of September 1, 2015 ("Effective Date"), and is entered into by and between Texas State University ("University") an agency and institution of higher education authorized under the laws of the State of Texas, The Coca-Cola Company, by and through Coca-Cola North America ("Company") and Coca-Cola Refreshments USA, Inc. d/b/a Austin Coca Cola Bottling Company ("Bottler"). This Amendment amends that Sponsorship Agreement among the parties dated June 1, 2015 ("Agreement").

University, Company and Bottler now desire to amend the terms of the Agreement as set forth below:

1. The Bottler will insure that the payment card processing services being provided by Bottler are handled only by payment applications and service providers that conform to and meet the Payment Card Industry (PCI) Data Security Standards (DSS) and Payment Application Data Security Standard (PA-DSS). While credit/debit card information relating to a vending purchase may be transmitted through equipment on a Bottler owned vending machine, at no time is such information stored on any Bottler vending machines.
2. A goal during the term of the Agreement will be to provide beverage machines at a rate of one machine per 140 students/building occupant. However, attainment of this goal will be subject to the availability of suitable and acceptable machine location spaces and will be at the discretion of the University in consultation with Bottler. In no event will Bottler be required to place a machine in a location that Bottler determines to be non-profitable. The University reserves the right to accept or reject any request for new vending machines placements throughout the term of the Agreement and any subsequent extensions.
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 Bottler 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.

(signatures on next page)

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed in its party's name and on its behalf.

**The Coca-Cola Company,
acting by and through
Coca-Cola North America**



(Signature)

MALCOLM BIRRANE

(Authority)

VP, STRATEGIC PARTNER MKTG.

(Title)

10/21/2015

(Date) *MB*

**Coca-Cola Refreshments USA, Inc.
d/b/a Austin Coca-Cola Bottling**



(Signature)

Robert E. Sweeney

(Authority)

Vice President

(Title)

Oct. 15, 2015

(Date) *RS*

Texas State University System

Examined and Recommended:

President Denise M. Trauth, Ph.D.
Texas State University

Date

Chancellor Brian McCall, Ph.D.

Date:

The Texas State University System
Approved as to Legal Form:

Fernando Gomez
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on November 13, 2015 at Texas State University, San Marcos, Texas

The Honorable Dr. Jamie R. Garza
Chairman of the Board

Date:

**Campus-Wide Sponsorship Agreement Between
The Coca-Cola Company
Coca-Cola Refreshments USA, Inc. d/b/a Austin
Coca-Cola Bottling Company
Texas State University**

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

1. PARTIES

- (A) The Coca-Cola Company, acting by and through Coca-Cola North America ("Company")
- (B) Coca-Cola Refreshments USA, Inc. d/b/a Austin Coca-Cola Bottling Company ("Bottler")
- (C) Texas State University ("University")

Company and Bottler are collectively referred to as "Sponsor."

2. SCOPE OF AGREEMENT

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending on Campus.

3. TERM

The term of the Agreement will be for a period of seven (7) years, as follows (the "Term"):

Start Date: June 1, 2015 End Date: May 31, 2022

At the end of the initial term, the parties may mutually agree to extend this Agreement for one additional five (5) year term by execution of a written amendment. If extended as provided herein, any such extension years shall become part of the Term.

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in EXHIBIT A.

5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY

(A) Sponsorship Fees - Sponsor will pay to University "Sponsorship Fees" payable as follows:

(i) Agreement Year One:	\$400,000
(ii) Agreement Year Two:	\$400,000
(iii) Agreement Year Three:	\$400,000
(iv) Agreement Year Four:	\$400,000
(v) Agreement Year Five:	\$400,000
(vi) Agreement Year Six:	\$400,000
(vii) Agreement Year Seven:	\$400,000

If extended for an additional five (5) year term:

(viii) Agreement Year Eight:	\$400,000
(ix) Agreement Year Nine:	\$400,000
(x) Agreement Year Ten:	\$400,000
(xi) Agreement Year Eleven:	\$400,000
(xii) Agreement Year Twelve:	\$400,000

Sponsorship Fees will be paid at the beginning of each Agreement Year. If the Agreement is not fully executed until after the Start Date, the first payment of Sponsorship Fees for Agreement Year One will be made forty-five (45) days from Company's receipt of the fully executed Agreement.

Fee Sharing - Company's share of the Sponsorship Fee will be 50% of the total. Bottler's share of the Sponsorship Fee will be 50% of the total. The University will send the Sponsor an invoice at least thirty (30) days in advance of each payment due date for the amount of the applicable payment.

- (B) Commissions - Bottler will pay to University commissions for Company Beverages sold through Bottler's Full Service Beverage Vending machines on Campus as described in **EXHIBIT B** attached hereto.

Rebates - Bottler will pay University a rebate of Two Dollars (\$2.00) for each standard physical case of Company Beverages purchased and paid for by University for sale at the Campus (applies to direct delivery and fountain only; excludes Full Service Vending and 500 ml Dasani purchased for special events/not for resale) during each Agreement Year (the "Rebates"). The Rebates shall be paid annually in arrears, within sixty (60) days after the end of each applicable Agreement Year in which the Rebates were earned and will be based on Bottler's case sales records.

(C) Marketing and Other Funds-

- (i) Company Marketing Funds – Company will budget and spend up to \$34,000 annually for mutually-agreed on-Campus and in-market marketing programs. The funds will be held in a fund managed by Company for use toward marketing programs designed to promote and increase Beverage sales on Campus. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (ii) Merchandising Funds – Company will budget and spend up to \$5,121 annually for mutually-agreed merchandising items (i.e. menu boards, marketing panels, etc.). The funds will be held in a fund managed by Company. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (iii) Product Donations - Bottler will donate up to \$7,260 (either 660 cases of 12 oz cans or 550 ml bottles of Dasani water) of Company Beverages (valued at wholesale price) (with exact product selection to be mutually agreed to by Bottler and University, but excluding Odwalla and all dispensed products) annually for student and faculty special events, but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Company Beverages by the end of each Agreement

Year, any remaining complimentary Company Beverages shall be retained by Bottler with no further obligation.

- (D) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE RIGHTS OF SPONSOR

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions and Special Promotional Events, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations. In no event will University place or allow the placement of unmanned, self-checkout kiosks or markets on the main Campus which sell Beverages.

(B) **Permitted Exceptions:**

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:

- Unbranded Fresh Milk (as defined in herein);
- Unbranded Fresh Brewed Coffee (as defined herein);
- Unbranded hot tea freshly brewed on premise;
- Unbranded milkshakes and smoothies made on the premises from fresh ingredients;
- Unbranded freshly squeezed orange juice;

- Chick-Fil-A lemonade
 - Dr Pepper®, Diet Dr Pepper® and Dr Pepper TEN® beverages (where Bottler has the bottle/can territory distribution rights) so long as University or its Concessionaires purchase all requirements for Dr Pepper® beverages from Bottler. If Dr Pepper®/Diet Dr Pepper®/Dr Pepper TEN® become products of PepsiCo® at a later date, they will no longer be deemed a Permitted Exception.
- (ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
 - (iii) University may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed on Campus.
 - (iv) The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.
 - (v) University newspapers may accept advertisements for Competitive Products, so long as (i) the advertisement contains no University Marks and (ii) the advertisement does not constitute Ambush Marketing under Section 8 (B).
 - (vi) University has the right to provide clear disposable cups at bars serving alcoholic mixed drinks.
 - (vii) In the event all or a material part of Campus is subjected to a natural disaster resulting in public emergency University has the right to purchase or accept donations of Competitive Products to address University's Beverage requirements during the emergency.
 - (viii) University has the right to serve "sno-cones" that are not Company Beverages at University's summer camp operations.

- (ix) University from time to time permits third parties to use portions of the Campus for catered private parties. If any such event is catered by the University, all terms and conditions of this Agreement shall apply. If such event is not catered by the University, all terms and conditions of this Agreement shall apply except that Company Beverages, Approved Cups and carbon dioxide need not be purchased from Bottler.

- (C) **Beverage Purchase Requirement.** University and its Concessionaires will comply with all applicable provisions of this Agreement, including purchasing their entire requirements for Company Beverages, cups, lids, and CO₂ from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor.

- (D) **Beverage Pricing**
 - (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT C**. If, during the Term, new Company Beverages are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.

 - (ii) To the extent University has a Concessionaire operating any of its facilities on Campus, and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply and the Concessionaire will purchase all such Company Beverages as set forth in Company's existing agreement with the Concessionaire. If during the Term University engages a Concessionaire(s) to operate on Campus that does not have an agreement with Company, then Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire.

7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall

apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.

(B) Use of University Marks. Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, in advertising, promotional and merchandising materials on:

- point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings) and vender fronts;
- cups, cup lids, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of primary and secondary packaging;
- television, radio, print, signage, outdoor, electronic, internet, mobile, digital, wireless, and all other media, whether now or hereafter known;
- beverage dispensing equipment including without limitation Coca-Cola interactive vending machines and Freestyle dispensers.

Sponsor acknowledges that nothing contained in this Agreement shall provide Sponsor with any right, title or interest to the University Marks other than the right to use such University Marks granted under this Agreement. Sponsor (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of University and its affiliates in the University Marks and will reasonably cooperate with University and its affiliates to procure any protection or to protect any of the rights of University and its affiliates in and to the University Marks. Sponsor shall cause to appear on all materials incorporating the University Marks such legends, markings and notices as University or its affiliates may reasonably request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the University Marks. Sponsor shall not make any alterations or changes to the design or type of the University Marks without the prior written consent of University.

(C) Customer Marketing Rights. Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;

- Drug retailers;
- Dollar/value stores;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- Sports venues
- Airlines
- Hotels

and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in **EXHIBIT A**.
- (E) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface. Under no circumstances will trademarks other than University or Company appear on any souvenir cup.

- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (I) **Hawking Rights.** University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages in 20-ounce bottles (or in such other packaging as Sponsor may reasonably determine from time to time) will be hawked in the stands during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands.
- (J) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.
- (K) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its website. If University places hyperlinks on its website, Company may place a hyperlink command from that site to an appropriate page of <http://www.cocacola.com/> or other of

Company's websites. Company may also develop a special page advertising Company Beverages on University's website.

- (L) **Digital Content.** University will provide Sponsor with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 13 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants. University agrees to take appropriate action to stop the unauthorized use of the University's Marks, particularly in connection with any Competitive Product.
- (B) **Steps to Stop Ambush Marketing.** University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University. If any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks,

or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (ii) instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

- (C) **Third Party Compliance.** University will require that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events.
- (D) **No Third-Party Beverage Promotions.** University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion
- (E) **Broadcasters, Licensing Agents, etc.** University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.
- (F) **Special Promotional Events:** During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus

during Special Promotional Events (as defined in **Exhibit A**); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s).

- (G) NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in the University's athletic conference, currently the Sunbelt Conference. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product) .

9. UNIVERSITY'S RIGHT OF PRIOR APPROVAL

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any materials created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks. University will not unreasonably withhold, condition or delay approval of such intended uses of the University's marks.

University will have ten (10) business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University. If the University disapproves any concepts or materials submitted by Sponsor, the University shall provide Sponsor with written reasons as to why such concepts or materials were disapproved and how the concepts or materials can be altered to

meet University's approval. Withholding approval is considered unreasonable unless it is based on:

- (i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
- (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

University agrees that approval shall be deemed given, and the submission of such intended uses shall not be required, if the concepts or materials utilizing University Marks are the same as or substantially similar to concepts or materials previously approved by University.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the signage and media/advertising rights as provided in **EXHIBIT D**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for the physical production, installation, repair and maintenance of such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or

otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.

- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Athletics, and other special events associated with University as provided in **EXHIBIT E**.
- (B) University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Sponsor.

12. EQUIPMENT AND SERVICE

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

Fountain Equipment. Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **Exhibit F** and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees may apply.

Fountain Equipment. To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on

premises that are owned, controlled or managed by a Concessionaire of University or other persons not a party to this Agreement ("Concessionaires") and such Concessionaire does not have a separate agreement with Sponsor governing such fountain equipment, University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

- (B) **Fountain Service:** Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls that are valued at no more than \$15 will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a monthly basis. Charges will include labor, travel time, parts, and administrative costs.

Company (or Bottler) will provide stand by fountain equipment service for up to six (6) home football games each year on the Campus.

- (C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

University will have the right to approve new physical locations, but will not unreasonably withhold its approval.

Vending equipment shall have debit card readers; Card readers will be provided and owned by Sponsor when Sponsor provides the readers. Cost of installation and maintenance of these card readers will be the responsibility of Sponsor. Any other technology or support associated with the reader program will be the responsibility of University.

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and to the extent permitted by Texas law, University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University:
- i. acknowledges all equipment provided by Company or Bottler under this Agreement will at all times remain the property of Company and Bottler;
 - ii. will, upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
 - iii. will refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
 - iv. will refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
 - v. will take reasonable care to protect and secure all equipment provided by Company or Bottler consistent with the measures University employs to protect its own equipment;
 - vi. will reimburse Company for any loss of or damage to Company-provided equipment, except for reasonable wear and tear; and
 - vii. will reimburse Bottler for any loss of or damage to Bottler-provided drink equipment, except for reasonable wear and tear.

Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.

13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1 By University. University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly

executed and delivered this Agreement, which is now its binding legal obligation, except that the University reserves its constitutional, statutory and common law rights privileges, immunities and defenses, notwithstanding any other contrary provision in this Agreement.

(C) **Right to License Marks.** It has the exclusive right to license the University Marks.

(D) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.

(E) **No Conflicting Agreements.**

(i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:

(a) any agreement that would prevent University from complying with this Agreement; or

(b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

(ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

13.2 By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

(A) **Authority.** It has the full power and authority to enter into this Agreement.

(B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

- (C) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

14. CONFIDENTIALITY

Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

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. Sponsor 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.

15. TERMINATION AND REMEDIES

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

15.1 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.
- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

- (i) University may terminate immediately upon written notice if Company or Bottler does any of the following:
 - a) becomes unable to pay its liabilities when due;
 - b) makes an assignment for the benefit of creditors;
 - c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - d) has a receiver appointed for any portion of its business or property; or
 - e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (ii) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

15.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
 - (i) becomes unable to pay its liabilities when due;
 - (ii) makes an assignment for the benefit of creditors;
 - (iii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (iv) has a receiver appointed for any portion of its business or property; or

- (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days and during that period, sales of Company Beverages on Campus decrease by more than 20%, as compared to sales during the same period occurring twelve (12) months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

16. REFUNDS AND ADJUSTMENTS

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier).
- (B) **Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than ninety (90) consecutive calendar days, and such closure results in a material loss to Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the right, at its sole option, to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of University.
- (C) **Other Adjustments.** If:

- (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (2) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 15% or more over the prior twelve month period;
- (3) a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season; OR
- (4) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days:

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

17. INDEMNIFICATION

17.1 Company Obligations. Except as otherwise provided by Section 17.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence or willful misconduct of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

17.2 Bottler Obligations. Except as otherwise provided by Section 17.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and

agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

17.3 University Obligations. Except as otherwise provided by Section 17.4 below, and to the extent permitted by Texas law, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the gross negligence or wilful misconduct of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University. Notwithstanding any other 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.

17.4 Limitation on Obligations. No party has any obligation to indemnify, defend, or hold harmless another party for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

17.5 Indemnification Procedures. Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. This Agreement, together with any other exhibits referenced therein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

18.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

18.3 Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

18.4 Insurance.

(A) Sponsor shall, at its own cost and expense, acquire and maintain during the Term of this Agreement, with carriers having an AM Best Rating of A-VII or better, sufficient insurance to adequately protect the respective interests of the parties. Specifically, Sponsor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then, coverage can be obtained on a claims-made basis with a three (3) year tail following the termination or expiration of this Agreement:

(1) Commercial General Liability including, but not limited to, premises-operations, broad form property damage, products /completed operations, independent contractors, personal injury and advertising injury and liability assumed under an insured contract with limits of at least \$5,000,000 per occurrence and \$5,000,000 general aggregate and \$5,000,000 Products / Completed Operations Aggregate;

(2) Commercial Automobile Liability insurance for any owned, non-owned, hired, or borrowed automobile used in the performance of University and Sponsor's obligations under this Agreement is

required in the minimum amount of \$1,000,000 combined single limit;

- (3) Statutory Workers' Compensation Insurance and Employer's Liability Insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed;
 - (4) The liability of Texas State, its Board of Regents, administrators and employees for personal injury and property damage is controlled by the Texas Tort Claims Act, *Texas Civil Practice and Remedies Code*, Chapter 101, Section 101.021.
- (B) Sponsor shall endeavor to provide thirty (30) days written notice of any cancellation, non-renewal, termination, or reduction in coverage. Insurance as outlined above shall be primary and non-contributory coverage. Sponsor will be solely responsible for any deductible or self-insured retention. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.
- (C) The University and the Texas State University System, their Regents and employees shall be included on the Sponsor's Commercial General Liability and Commercial Automobile Liability policies, as an "Additional Insured" as required by written Agreement and evidenced on a certificate of insurance. University shall be included as a "Loss Payee" on Company's Property policy, and shall be evidenced on a certificate of insurance. Upon execution of this Agreement and annually upon the anniversary date(s) of the insurance policy's renewal date(s), each party will provide to the other party a Certificate of Insurance evidencing compliance with the insurance requirements set forth above.
- (D) The stipulated limits of coverage will not be construed as a limitation of any potential liability to any party. Failure to request evidence of insurance is not a waiver of any party's obligation to obtain the required insurance.

18.5 Release, Discharge, or Waiver. A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

18.6 Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

18.7 Assignment.

(A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

(B) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries.

18.8 Survival. A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.

18.9 Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) **Notice to Company.**

The Coca-Cola Company,
acting by and through its Coca-Cola North America Group
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Strategic Marketing Finance and
Business Affairs
sherussell@coca-cola.com

Copy to: Group Counsel, Coca-Cola North America

(B) Notice to Bottler.

Austin Coca-Cola Bottling Company
9600 Burnett Road
Austin, TX 78766

Attention: Branch Manager
Fax: 512-832-2503

Copy to: Chief Legal Officer, Coca-Cola Refreshments
Fax: 404-598-7764

(C) Notice to University.

Texas State University
601 University Drive
San Marcos, Texas 78666
Attention: Director of Auxiliary Services
Fax: 512-245-8222

Copy to: Vice Chancellor
General Counsel

- 18.10 Counterparts.** This Agreement may be executed in two or more counterparts.
- 18.11 Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".
- 18.12 University Property.** Sponsor shall observe and abide by all legally applicable laws, regulations, policies and procedures governing Sponsor's performance under this Agreement. Sponsor IS NOTIFIED THAT THE FOLLOWING UNIVERSITY POLICIES SHALL APPLY TO ITS EMPLOYEES AND SUBCONTRACTORS WHILE ON TEXAS STATE PROPERTY:
- 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

19. GOVERNING LAW AND VENUE

This Agreement is governed by and must be interpreted under Texas law, without giving effect to any applicable conflict or choice-of-law provisions. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement to the extent that Chapter 2260 is legally applicable to this Agreement. Venue shall lie in Hays County, Texas.

20. NONDISCRIMINATION

In the performance of this Agreement, Sponsor will, and will be responsible for requiring its subcontractors, their respective employees, and others acting by or through them in the performance of this Agreement to, comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may be considered a breach of this Agreement and result in termination of this Agreement.

21. 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. Both Parties are 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.

22. BACKGROUND CHECKS

Sponsor will ensure background checks are conducted on all of its employees that will be performing services on Campus under this Agreement. Sponsor will not allow any employee who fails Sponsor's background check to perform services on the Campus.

(signatures on next page)

The Coca-Cola Company, acting by and through Coca-Cola North America

[Signature] 2/5/15
Name, Title, Authority Date

Stefanie Miller, SVP Strategic Partnerships

Coca-Cola Refreshments USA, Inc. d/b/a Austin Coca-Cola Bottling Company

[Signature] 2/3/15
Name, Title, Authority Date

Robert E Sweeney Vice President, CCR

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended

[Signature]
President
Texas State University

2/11/2015
Date

[Signature]
Chancellor
The Texas State University System

2/20/15
Date

APPROVED by the Board of Regents on 2/19/15

at Austin, Texas

[Signature]
Chairman of the Board

2/20/15
Date

EXHIBIT A DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on June 1 and ending on May 31.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation, Strahan Coliseum, Bobcat Stadium and all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®), are deemed to be included in this definition. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", water dispensing systems, and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
8. "Business Day" means any day on which the University is open for business.

9. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, and areas and facilities where intramural sports are conducted.
10. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use by Company.
11. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").
12. "Concessionaire(s)" means University's third party food and beverage concessionaires.
13. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Texas State"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the Bobcats;" and (3) "Official Sponsor of Texas State/Bobcats.
14. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut milk/water or "Muscle Milk."
15. "Fresh Brewed Coffee" means ground or unground roasted coffee beans or a beverage brewed in multi-cup coffee makers from the ground or unground roasted coffee beans prepared on-premise and served hot or cold for immediate consumption.
16. "Full Service Beverage Vending" means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.
17. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
18. "NCAA" means the National Collegiate Athletic Association.

19. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products. University will provide Sponsor with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event.
20. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
21. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

EXHIBIT B

Beverage Vending Commissions

(for Full Service Beverage Vending only)

Product	Initial Vend Rate	Commission %
12 oz Can CSD*	\$1.00	45%
20 oz Bottle CSD	\$1.50	45%
20 oz Dasani/Dasani Flavors	\$1.50	45%
20 oz Fuze Refreshment	\$1.50	45%
20 oz Minute Maid Refreshment	\$1.50	45%
20 oz POWERADE	\$1.50	45%
16.9 oz Fuze	\$1.75	45%
20 oz vitaminwater	\$1.75	45%
20 oz smartwater	\$1.75	45%
15.2 oz Minute Maid Juice	\$1.75	45%
16.9 oz Honest Tea	\$2.00	45%
18.5 oz Gold Peak Tea	\$2.00	45%
15 oz Monster Java	\$2.50	45%
16 oz Energy**	\$2.50	45%
14 oz Zico Coconut Water	\$3.00	45%
11.5 oz Core Power Protein Milk	\$4.00	45%
300 ml Dasani	\$1.00	45%

*Carbonated Soft Drinks, Minute Maid Refreshment, Fuze Tea

**Monster, Full Throttle, NOS Energy

Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (if applicable), shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler. Bottler reserves the right to adjust vend prices at any time in its discretion. Vend rates will increase \$0.25 at the beginning of Agreement Year 4 and again at the beginning of Agreement Year 8.

Classified - Confidential

EXHIBIT C
Initial Product Pricing

Prices to University:

Fountain Products:

Product Description	Price per box*	Case Count
5 Gallon BIB	\$68.70	1
2.5 Gallon BIB	\$35.83	1
2.5 Gallon Gold Peak BIB	\$35.83	1
	Price per case*	
CO2 20lbs + Deposit	\$ 24.37	1
16z Cup Paper	\$ 50.62	1000
24z Cup Paper	\$ 56.07	1000
32z Cup Paper	\$ 42.83	480
12/16/21z Lid/cs	\$ 38.38	2000
32z Lid Paper	\$ 31.07	960

*Pricing shown is for Agreement Year 1

Price Adjustments - Pricing to the University directly (not to the Concessionaire) will be held firm for Agreement Year 1. Thereafter, all pricing for University direct purchases will increase annually 4% per Agreement Year, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, in which case Bottler may increase prices to cover such increased costs. University will receive at least 30 days advance notice prior to any price change.

Classified - Confidential

Bottle/Can Products:

Product Description	Price per case*	Case Count
12 oz Can - CSD, MMR & Fuze Tea	\$ 10.40	24
20 oz PET - CSD & Fuze Tea	\$ 18.04	24
20 oz PET - MM Refreshment	\$ 18.04	24
20 oz PET - Dasani	\$ 11.85	24
20 oz PET - Dasani Flavors	\$ 11.85	24
20 oz PET - FUZE Refresh	\$ 18.04	24
20 oz PET - Powerade	\$ 20.80	24
20 oz PET - Smartwater	\$ 24.00	24
20 oz PET - Vitaminwater	\$ 26.50	24
7.5 oz Can - CSD	\$ 7.54	24
1 Liter PET - Dasani	\$ 14.82	24
1 Liter PET - Evian	\$ 19.76	24
1 Liter PET - Smartwater	\$ 20.80	24
16.9 oz PET - FUZE	\$ 17.68	12
16.9 oz PET - Fruitwater	\$ 9.88	12
16.9 oz PET - Honest Tea	\$ 15.86	12
18.5 oz PET - Gold Peak	\$ 15.54	12
500 ml - Dasani	\$ 10.92	24
500 ml - Evian	\$ 22.88	24
700 ml - Smartwater	\$ 29.64	24
15.2 oz (450 ml) PET - MMJTG	\$ 26.00	24
15 oz Can - Monster Java & Muscle	\$ 40.04	24
16 oz Can - Full Throttle Brands	\$ 40.04	24
16 oz Can - NOS	\$ 40.04	24
16 oz Can - Monster Energy, Rehab & +Juice	\$ 40.04	24
8.5 oz Aluminum Bottle - CSD	\$ 19.19	24
23 oz Can - Peace Tea	\$ 9.88	12
32 oz PET - Vitaminwater	\$ 25.74	24
32 oz PET - Powerade	\$ 21.32	24
12 oz PET - Dasani	\$ 10.76	24
11.5 oz PET - Core Power	\$ 28.08	12
12 oz PET - Powerade	\$ 14.82	24
10 oz PET - MMJTG	\$ 17.16	24

Classified - Confidential

10 oz Glass - CSD	\$ 15.60	24
22 oz PET - NOS	\$ 20.02	12
22 oz PET - NOS Active	\$ 20.02	12
1.9 oz HDPE - Dasani Drops	\$ 17.94	6
1.22/1.66 lb Powder - Powerade	\$ 24.96	24
2.77/3.9 lb Powder - Powerade	\$ 85.17	24
355 ml - Mexican Coke	\$ 26.21	24
2 Liter PET - KO CSD	\$ 13.16	24
2 Liter PET - XLIC CSD	\$ 13.16	24
14 oz PET - ZICO	\$ 20.84	12
500 ml - Mexican Coke	\$ 25.58	24
3 oz Powerade Zero Drops	\$ 17.94	6
11.5 oz PET - Core Power Collegiate	\$ 18.50	12
3 oz vitaminwater Drops	\$ 17.94	6
1.9 oz Minute Maid Drops	\$ 17.94	6

University Pricing for Special Events – Product Not For Resale

500 ml – Dasani** \$6.50 24 units

*Price per standard physical case – pricing is shown is for Agreement Year 1

**Not Eligible for Rebates or CTM Funding

Price Adjustments - Pricing to the University directly (not to the Concessionaire) will be held firm for Agreement Year 1. Thereafter, all pricing for University direct purchases will increase annually 4% per Agreement Year, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, in which case Bottler may increase prices to cover such increased costs. University will receive at least 30 days advance notice prior to any price change.

Prices to Concessionaire:

Fountain Products:

Pricing will be in accordance with Concessionaire's applicable agreement with Sponsor.

Price Adjustments – Concessionaire pricing adjusts on each January 1 in accordance with the provisions of the applicable Concessionaire's agreement with Sponsor.

Classified - Confidential

Bottle/Can Products:

Pricing shall be in accordance with the provisions of the Concessionaire's agreement with Bottler.

Price Adjustments -

Concessionaire pricing will adjust in accordance with the provisions of the applicable Concessionaire's agreement with Bottler.

EXHIBIT D
Signage and Other Advertising

- (A) **Signage** - Sponsor will receive the following signage on Campus:
- Bobcat Stadium: 11'x5' Main Scoreboard, 9'x9' Backpanel on main scoreboard, 3x16 Ribbon Board
 - Strahan: Scoreboard backlit sign, Scorer's table backlit sign, 2'x6' (2 panels) on Outdoor Message Center
 - Bobcat Baseball Park: 3'8"x 6'8" Scoreboard
 - Bobcat Softball Field: 3'8"x 6'8" Scoreboard
 - Student Recreation Center: 1 Panel inside & 25% of Outside Permanent Marquee Signage
 - Jowers Field: 1 Panel on Marquee Sign Outside
- (B) **Print Advertising** - Annually during the Term, Sponsor will receive the following print advertising in publications associated with University:
- 1 Full Page, Full Color Ad in each Athletic Program
- (C) **Video Advertising at all Athletic Events where Video Advertising Capabilities are Available**
- Promotion of Coca-Cola or Coke Zero as the official soft drink of the Bobcats
 - Promotion to drink Coca-Cola while highlighting concession options
 - Reads conducted during all home athletic games (Football, soccer, volleyball, basketball, baseball and softball)

EXHIBIT E
Tickets/Hospitality

University will provide Sponsor with the following tickets and entertainment/hospitality privileges free of charge, during each Agreement Year:

- 60 Tickets (30 pairs) for all ticketed sports (football, basketball, volleyball, baseball & softball)
- 30 Football Parking Passes
- 30 Pre-Game Hospitality Passes for Football
- 10 Maroon & Gold Room Halftime Hospitality Passes for Basketball
- Exclusive Game Sponsor for 1 game during Football, Men's Basketball & Women's Basketball
- Travel Package to 1 Away Football Game for 2 Persons
- Golf & Annual Fundraiser Package (4 Passes for golf and 1 Table at Bobcat Bonanza)
- 10 Passes to Each Youth Camp

EXHIBIT F

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

1. **LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
2. **TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
3. **USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
4. **WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
5. **MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship.
6. **RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
7. **DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease. Nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses
8. **LIQUIDATED DAMAGES.** To the extent permitted by Texas law, if Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs, and interest incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
9. **OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

TXST: Contract for Athletic Licensing Services with Learfield Licensing Partners, LLC

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

Texas State University be authorized to enter into a contract with Learfield Licensing Partners, LLC for athletic licensing services for an initial term of three years with an option to renew for two additional one-year terms.

Explanation

The Texas State University Department of Athletics plans to capitalize on its move to the football bowl subdivision by establishing a long-term partnership with a reputable licensing company that will maximize the licensing efforts of the Department of Athletics locally, within the State of Texas, and nationally. The licensing growth will reach businesses, alumni, and fans; maximize brand exposure; and promote the importance of licensed merchandise as a part of the total fan experience. Learfield Licensing Partners, LLC will act on behalf of the Department of Athletics and the Department of Athletics will retain control over all decisions.

The Department of Athletics solicited formal proposals with a request for proposal that was posted on the State of Texas electronic state business daily website. A committee comprised of senior administrators within the Department of Athletics reviewed the submissions and conducted interviews with the two finalists. The committee determined that Learfield Licensing Partners, LLC presented the best value to Texas State University. Learfield Licensing Partners, LLC is based in Indianapolis, Indiana, and represents over 550 clients nationally. They represent State of Texas universities including Baylor University, Southern Methodist University, the University of Houston, and the University of Texas at San Antonio. Additionally, they represent Sun Belt Conference members Appalachian State University, Georgia Southern University, University of South Alabama, and the University of Texas at Arlington. Learfield Licensing Partners, LLC will utilize their established relationships and more than 40 years of experience to maximize revenue growth and increase the overall visibility of the University.

The contract is a revenue sharing arrangement between Learfield Licensing Partners, LLC and the University. If all five years allowed in the contract are utilized, Texas State is projected to receive an estimated \$2,000,000 from the contract.

AGREEMENT

This Agreement (the "Agreement") is made effective this _____ day of _____, 2015, by and between **Texas State University**, having its principal place of business at 601 University Drive, San Marcos, Texas ("Owner"), and **Learfield Licensing Partners, LLC** ("Learfield Licensing"), a Delaware limited liability company whose principal operating office is located at 8900 Keystone Crossing, Suite 605, Indianapolis, Indiana. The words "party" or "parties" refer only to a named party to this Agreement.

The parties understand and agree that the Owner is the sole and exclusive owner of all rights in and to the properties described and/or illustrated in **Schedule A** attached to this Agreement ("Trademarks"); and

The Owner has no binding contractual obligation with any other agent or person having the duty or authority to negotiate on behalf of the Owner for the sale and/or license of the specified Trademarks; and

Learfield Licensing is willing to commercialize the Trademarks through third-party licensees ("Licensees") who will use the Trademarks on or in association with sundry products, promotions, sponsorships and advertising.

THEREFORE, in consideration of the foregoing recital, all of which are incorporated into and made a part of the parties agreement, and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant

(a) For the Term (defined below) and subject to the terms, conditions and provisions of this Agreement, the Owner grants to Learfield Licensing the exclusive right to represent the Owner throughout the United States, its territories and possessions, the Commonwealth of Puerto Rico, and United States Military Bases overseas, ("Territory") to promote the Trademarks by identifying advantageous opportunities and negotiating license agreements to promote the Trademarks through advertising, publicity, promotional and sponsorship activities or other means of exposure in or on merchandise, point-of-purchase displays, print, electronic or any other media and/or through the sale of products which bear or otherwise incorporate the Trademarks ("Licensed Products").

(b) For the Term of this Agreement and during any extensions or renewals thereof, the Owner agrees not to retain the services of any other person, persons or firm to represent it in the Territory in the implementation of such a plan to commercialize Owner's name and Trademarks and to license and/or sell Licensed Products through Licensees.

2. Term

This Agreement shall commence the 1st day of December, 2015, and shall expire the 31st day of December, 2018 (the "Term"), unless sooner terminated in accordance with the provisions hereof. This Agreement shall automatically be extended for up to two additional one-year periods under the same terms and conditions, unless either Owner or Learfield Licensing gives written notice at least 90 days prior to the beginning of any such additional year, of its intent to terminate this Agreement as of the end of such year.

3. Learfield Licensing Partners' Duties and Obligations

(a) Learfield Licensing shall negotiate and process all licenses on behalf of the Owner. Processing of licenses shall include obtaining insurance certificates and product samples from each Licensee.

(b) Quarterly royalty reports shall be submitted to Learfield Licensing by each Licensee. Learfield Licensing shall review each quarterly report for completeness of information and correct royalty calculations to ensure contract compliance.

(c) Learfield Licensing shall investigate all known and suspected cases of infringement and consult with the Owner to determine an appropriate course of action. Learfield Licensing and Owner shall coordinate appropriate action on an individual basis. Any costs incurred pursuing any enforcement action and/or seizure shall be the responsibility of the Owner in accordance with Section 5.(g)of this Agreement.

(d) Learfield Licensing shall review and approve routine products (**Schedule B**, Routine Product List (the product listing is not intended to be a comprehensive listing)). Learfield Licensing shall send non-routine and unusual products to the Owner for approval.

(e) Learfield Licensing shall act as an advisor for the Owner's licensing program and shall provide assistance in any other licensing related matters which may arise.

4. Owner's Duties and Obligations

(a) The Owner shall provide information to Learfield Licensing regarding the local market to identify retailers, manufacturers and products bearing the Owner's marks.

(b) The Owner shall issue final approval of all artwork and all non-routine products.

(c) The Owner shall initiate legal actions as necessary to protect the Owner's marks and shall retain the right to decide whether an Owner property shall or shall not be trademarked or copyrighted.

(d) The Owner shall designate a primary and secondary licensing contact person at the Owner's location to serve as a liaison with Learfield Licensing.

(e) The Owner shall provide digital artwork and design guidelines for distribution to Licensees.

5. Owner's Compensation

(a) Learfield Licensing agrees to and shall compensate Owner a fee based on a percentage of Gross Revenues received for each 12 month period resulting from the sale of Licensed Products in the Territory, whether generated as a result of the efforts of Learfield Licensing or otherwise, in accordance with the following schedule:

	Owner	Learfield Licensing
Gross Revenues up to and including \$1,000,000	85%	15%
Gross Revenues in excess of\$1,000,000	90%	10%

(b) "Gross Revenues" shall include all royalty income resulting from the sale of Learfield Licensed Products and unlicensed products during the Term of the Agreement and during any extensions or renewals thereof (prior to deduction of Learfield Licensing's commission), which is paid to Learfield Licensing from all Learfield Licensees or unauthorized manufacturers within the Territory pursuant to any contract or agreement for the sale, lease, license, infringement recovery or other disposition of the Trademarks, regardless of whether such Licensees were obtained by Learfield Licensing, the Owner or a third-party. It is understood and agreed that collection of such Gross Revenues is completed during the calendar quarter following the sales of Licensed Product and that Learfield Licensing's fee will be based on a percentage of sales during the Term of this Agreement and during any extensions or renewals thereof.

(c) In addition to the share of Gross Revenues provided for in Paragraph 5(a) above and in consideration of the exclusive agency granted to Learfield Licensing under this Agreement, Learfield Licensing agrees to pay to Owner a one-time, \$50,000.00 payment within 10 business days of the date this Agreement is signed and delivered by both parties ("Inducement Bonus").

(d) Learfield Licensing will contribute up to \$5,000 annually over the initial Term, and each one-year renewal term if applicable, for marketing efforts on behalf of Owner ("Marketing Fund"); provided that, the annual Marketing Fund amount shall not accrue each year and Learfield Licensing will not be obligated to compensate Owner at the termination or expiration of the Agreement for any unused balance in the Marketing Fund. Learfield Licensing and Owner shall work together in good faith to determine when and how the Marketing Fund shall be used. Learfield Licensing's contribution to the Marketing Fund shall be over and above the revenues and royalties Learfield Licensing receives from the Owner pursuant to this Agreement.

(e) The sale of all merchandise bearing the Trademarks of Owner shall be subject to the Royalty percentage specified in **Schedule C** unless exempt under **Schedule D**.

(f) All payments from Licensees are to be transmitted to Learfield Licensing by check or money order payable to "Learfield Licensing Partners, LLC" and are to be deposited by Learfield Licensing in a separate royalty account to which Learfield Licensing shall have access. Within 30 days after the end of each calendar quarter, Learfield Licensing is authorized to deduct its percentage compensation and remit the balance due to Owner along with an itemized accounting of all receipts and deductions. Unless Owner instructs otherwise by written notice to Learfield Licensing, payments to Owner shall be mailed to Owner at Owner's address specified in paragraph 14 below.

(g) Owner will be responsible for all pre-approved expenses Learfield Licensing may incur in fulfilling its obligations under this Agreement. Learfield Licensing will submit an itemized listing of any proposed expenses to Owner's designated representative for prior approval. Expenses may include, but are not limited to, travel, lodging, artwork design, printing, etc. Learfield Licensing will not incur such costs without Owner's prior approval. Owner will pay for pre-authorized travel related expenses in accordance with State of Texas Travel Guidelines. Unless the parties agree otherwise, such expenses will be deducted from the Owners' share of Gross Revenue.

6. Exemptions

Licensed Products, if any, exempt from the obligation to pay royalties pursuant to this Agreement are listed in **Schedule D**.

7. Ownership of Trademarks

"UNIVERSITY"

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The Owner represents and warrants that it is the owner of all rights in and to the Trademarks, that it has the right and power to license and/or sell such Trademarks, and that it has not granted anyone else the right or authority to act for it during the Term and during any extensions or renewals thereof in the capacity in which it has employed Learfield Licensing. Owner also represents and warrants to Learfield Licensing that all Trademarks are not subject to, and do not infringe, any valid copyright, trademark or any other proprietary rights of any non-consenting third party. To the extent permitted by Texas law, Owner is solely responsible for, and will defend, indemnify and hold harmless Learfield Licensing and the Licensees licensed by Learfield Licensing, and their respective owners, directors, officers, employees, and agents, from any claims, demands, causes of action, loss, costs, or damages, for the infringement of any patent, copyright, trademark, or other proprietary right arising out of use of the Trademarks covered by this Agreement. Owner shall not, however, be liable to Learfield Licensing or to any Licensee, as the result of activities by Learfield Licensing or any Licensee hereunder for infringement of any patent, copyright, or trademark belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by Learfield Licensing or any Licensee because of any patent, copyright or trademark held by a third party, except where Trademarks are used as expressly authorized in this Agreement. The indemnifications hereunder shall survive the expiration or termination of this Agreement. 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.

8. Statements and Payments

(a) Learfield Licensing shall provide the Owner with quarterly statements of the Owner's account, including any expenses incurred in the promotion and development of the Trademarks. Learfield Licensing shall provide the Owner with a separate statement for all expenses not included in Paragraph 5 of this Agreement.

(b) Learfield Licensing agrees to keep accurate books of account and records at its principal place of business covering all transactions relating to the licenses being granted herein. The Owner and its duly authorized representatives shall have the right, upon reasonable notice, to examine Learfield Licensing's books of account and records and all other documents and material in possession or under the control of Learfield Licensing with respect to the subject matter and the terms of this Agreement and to make copies and extracts thereof.

(c) The receipt or acceptance by the Owner of any of the statements furnished or payments paid hereunder to the Owner (or the cashing of any royalty checks paid hereunder) shall not preclude the Owner from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified and the appropriate payment shall be made by Learfield Licensing.

(d) All books of account and records of Learfield Licensing, relating to this Agreement or any Licensee, shall be retained for inspection by the Owner for three (3) years after the end of the applicable reporting period.

(e) In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Learfield Licensing certifies that it is not ineligible to receive the Agreement and payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold payment if this certification is inaccurate.

(f) Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Learfield Licensing certifies that it is not indebted to the State of Texas and is current on all taxes owed to the State of Texas. Any payments owed to Learfield Licensing under the Agreement may be applied directly toward any debt or delinquency that Learfield Licensing owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

9. Assignment

(a) Nothing contained in this Agreement shall be construed as an assignment or grant to Learfield Licensing of any right, title or interest in and to the Trademarks; all rights relating thereto are expressly reserved by the Owner except for the rights being licensed under this Agreement.

(b) At all times Learfield Licensing retains the right to assign all rights in and to this Agreement to a corporation, partnership or other entity or affiliate that directly or indirectly controls Learfield Licensing or is directly or indirectly controlled by Learfield Licensing; and after such assignment, the assignee will have and possess the rights, powers and privileges possessed by Learfield Licensing in and to this Agreement. Learfield Licensing will give Owner at least 45 days notice of assignment and both parties agree that Owner has the right to accept the assignment in writing or reject the assignment and terminate the contract. If the Owner agrees to the assignment, Assignee will inure to the duties, responsibilities and obligations of Learfield Licensing as to the owner. Assignee shall agree in writing to be bound by the terms of this contract.

10. Insurance

(a) Learfield Licensing shall purchase and maintain, at all times during the term of the Agreement and at its own expense, the insurance set forth in this paragraph 10. Upon reasonable request, Learfield Licensing shall provide Owner with certificates of insurance showing compliance with the insurance requirements set forth below:

(b) Commercial General Liability Insurance: During the term of the Agreement, Learfield Licensing shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

(c) Business Auto Liability Insurance: In the event that autos are used by Learfield Licensing in the performance of the Agreement, Learfield Licensing shall maintain business auto liability insurance with a minimum limit of \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If Learfield Licensing do not own any autos, then such insurance shall cover liability arising out of any hired and/or non-owned autos.

(d) Workers' Compensation Insurance: Learfield Licensing shall comply with all applicable workers' compensation statutes and regulations and shall maintain workers' compensation insurance as required by applicable law.

(e) Professional Liability Insurance: Learfield Licensing shall maintain Professional Liability Insurance covering acts, errors, omissions or negligence, including, but not limited to, unauthorized disclosure of data or invasion of privacy, and intellectual property infringement, including but not limited to, claims arising out of the actual or alleged infringement of copyright, trademark, trade name, trade dress, service mark, or service name, arising out of the performance of

Learfield Licensing services under this Agreement, with limits of not less than \$1,000,000 per occurrence/claim.

(f) Insurance provisions (b),(c) and (e) of this Section shall be primary and name The Texas State University System (TSUS), TSUS Regents, Texas State University and their employees as additional insureds. This is not applicable to the workers' compensation policy. All policies shall provide a waiver of subrogation in favor of TSUS and Texas State University.

11. Default

If either party violates any of its material obligations under this Agreement, including its payment obligations, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of termination to the defaulting party and termination shall be effective 45 days after notice is mailed to the defaulting party unless the defaulting party, in the interim, remedies the violation and reasonably satisfies the non-defaulting party that such violation has been remedied.

12. Effect of Termination

After termination, expiration, and/or lapse of this Agreement, in accordance with the terms herein, Learfield Licensing shall refrain from further efforts to commercialize the Trademarks, or any further reference to them, direct or indirect and all rights granted to Learfield Licensing shall forthwith revert to the Owner who shall be free to solicit others to commercialize the Trademarks except that Learfield Licensing will be granted first right of refusal, first right of negotiation and right to match any potential competing offers for Owner's licensing rights and Learfield Licensing shall continue to receive compensation outlined in Paragraph 5(a) on all Gross Revenues received by the Owner from license agreements in effect as of the date of termination or expiration of this Agreement for the one year period following such termination or expiration of this Agreement, whichever comes first, regardless of when such license agreements expire. Royalties earned thereafter belong to the Owner and shall be forwarded to Owner or Owner's designated agent. This paragraph shall not be construed, however, to limit the commissions and/or damages payable to Learfield Licensing in the event that this Agreement is not terminated in accordance with the terms of this Agreement.

13. Final Statement Upon Termination or Expiration

Within 30 days after termination or expiration of this Agreement, Learfield Licensing shall deliver to the Owner a statement indicating the number and description of all license agreements with Licensees which it has entered into on behalf of the Owner and a copy of each and every such agreement.

14. Notices

All notices or other communications required or desired to be sent to either party shall be in writing and sent by Registered or Certified Mail, postage prepaid, return receipt requested, or by overnight express delivery, charges prepaid. Either party may change such address by notice in writing to the other party.

The address for Learfield Licensing shall be:

Learfield Licensing Partners, LLC
Attn: Bob Bernard, CEO

"UNIVERSITY"

8900 Keystone Crossing, Suite 605
Indianapolis, IN 46240 (317)
669-0802
bbemard@learfieldlicensing.com

With a copy to:

Learfield Licensing Partners, LLC
Attn: General Counsel
8900 Keystone Crossing, Suite 605
Indianapolis, IN 46240
(317) 669-0813

The address for the Owner shall be:

Texas State University
Attn: Bryan Miller
Assistant AD Marketing and Promotions
601 University Drive
San Marcos TX 78666
512-245-2022
Bm15@txstate.edu

15. Modification of Schedules

Any amendments to the Schedules shall be made effective only upon mutual written agreement by both Learfield Licensing and the Owner.

16. Relationship of the Parties

This Agreement does not create a legal partnership or joint venture between the parties, and Learfield Licensing shall have no power or obligation to bind the Owner in any manner other than as defined in this Agreement. The parties understand and agree that Learfield Licensing may render other and similar services on behalf of other clients and nothing contained in this Agreement shall preclude Learfield Licensing from rendering such services.

Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Owner, Students, nor any Owner personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint ventures of Learfield Licensing. All of Learfield Licensing's employees providing the work to Owner will be deemed employees solely of Learfield Licensing and will not be deemed for any purposes whatsoever employees of Owner. Learfield Licensing's employees will remain employees of Learfield Licensing and will not be considered employees of Owner. Learfield Licensing recognizes that it is engaged as an independent contractor and acknowledges that Owner has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Learfield Licensing, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status 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 Owner, including unemployment insurance benefits, social security coverage or retirement benefits. Learfield Licensing 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.

17. Applicable Law and Venue

This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Travis County. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement if the parties are unable to reach a resolution after negotiating in good faith.

18. Waiver

No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

19. Survival of the Rights

Notwithstanding anything to the contrary contained herein, such obligations which remain executory after expiration of the Term of this Agreement and during any extensions or renewals thereof shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

20. Force Majeure

Neither party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

21. Limitations

The Parties understand that there are constitutional and statutory limitations on the authority of Owner to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions related to liens on University's property, disclaimers and limitations on 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 actions/ granting control of litigation or settlement to another Contracting 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 Constitution and laws of the State of Texas.

22. 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.

23. Learfield Licensing shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Owner relative to conduct on its premises. Provider/Vendor/contractor IS NOTIFIED THAT THE FOLLOWING UNIVERSITY POLICIES SHALL APPLY TO ITS EMPLOYEES AND SUBCONTRACTORS WHILE ON TEXAS STATE PROPERTY:

- 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

24. 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 and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

26. Integration

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

27. Execution

This Agreement may be signed in counterparts, and signatures delivered electronically (including by facsimile) shall be treated as original signatures.

END OF TEXT: SIGNATURE PAGE FOLLOWS

The following signatures represent that the parties have read this Agreement in its entirety between Texas State University and Learfield Licensing Partners, LLC. By their execution below, the parties have agreed to all of the terms and conditions of this Agreement.

LEARFIELD LICENSING PARTNERS, LLC



10/22/15

Name, Title, Authority

Date

John Mybeck, Executive Vice President

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 November 13, 2015 at Texas State University, San Marcos, TX.

The Honorable Jaime R. Garza, D.D.S, M.D.
Chairman of the Board

Date

LIST OF ATTACHMENTS:

Schedule A- Indicia (provided by Owner)

Schedule B- Example Product List (provided by Learfield Licensing Partners)

Schedule C- Standard Royalty Rate

Schedule D- Royalty Exemptions

Schedule A

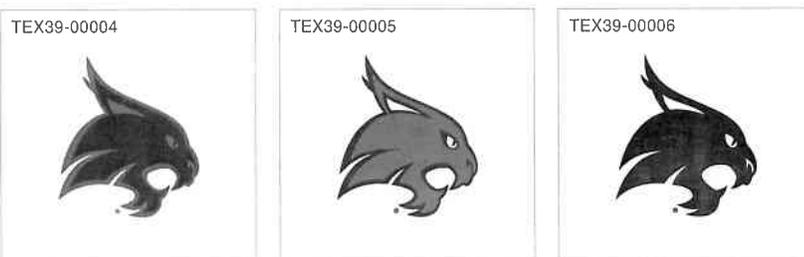
Trademarks of Texas State University

Please see attached Art Sheet

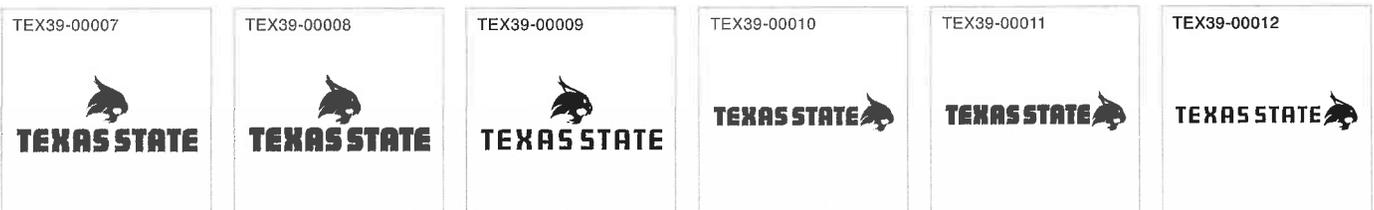
PRIMARY ATHLETIC MARK



SUPERCAT MARKS



SECONDARY ATHLETIC MARK



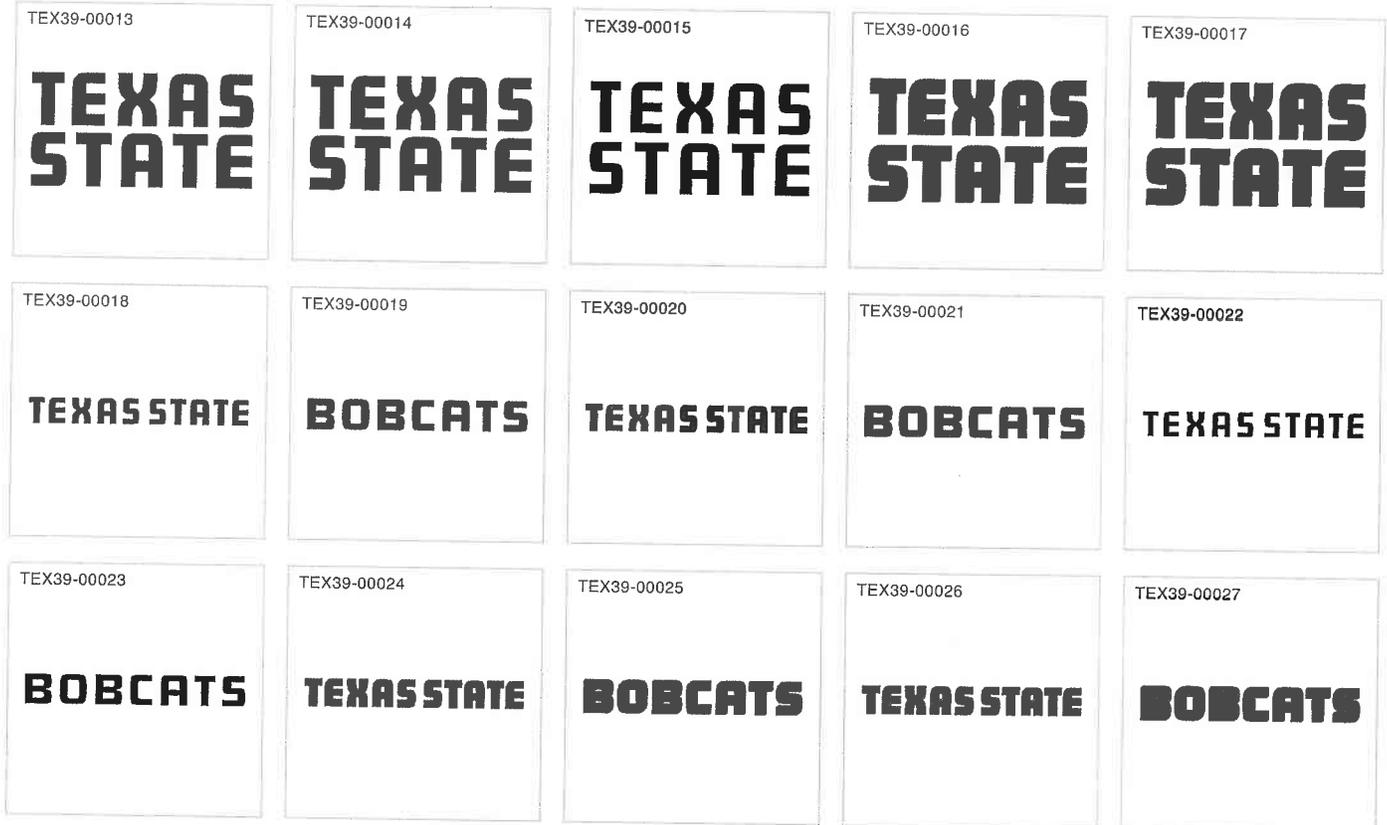
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COLORS	PANTONE®	HTML	PROCESS
Maroon	PMS 504	501214	C:65% M:100% Y:100% K:35%
Gold	PMS 872	8D734A	C:20% M:30% Y:70% K:20%
Black	Process Black		

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ATHLETIC WORDMARKS



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Black	Process Black		

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YOUTH MARK

TEX39-00028



HELMET MARKS

TEX39-00029



TEX39-00030



PRIMARY ACADEMIC MARK

TEX39-00031

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00032

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00033

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00034

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00035

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The rising STAR of Texas

TEX39-00038

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00039

TEXAS STATE UNIVERSITY
The rising STAR of Texas

TEX39-00040

TEXAS STATE UNIVERSITY
The rising STAR of Texas

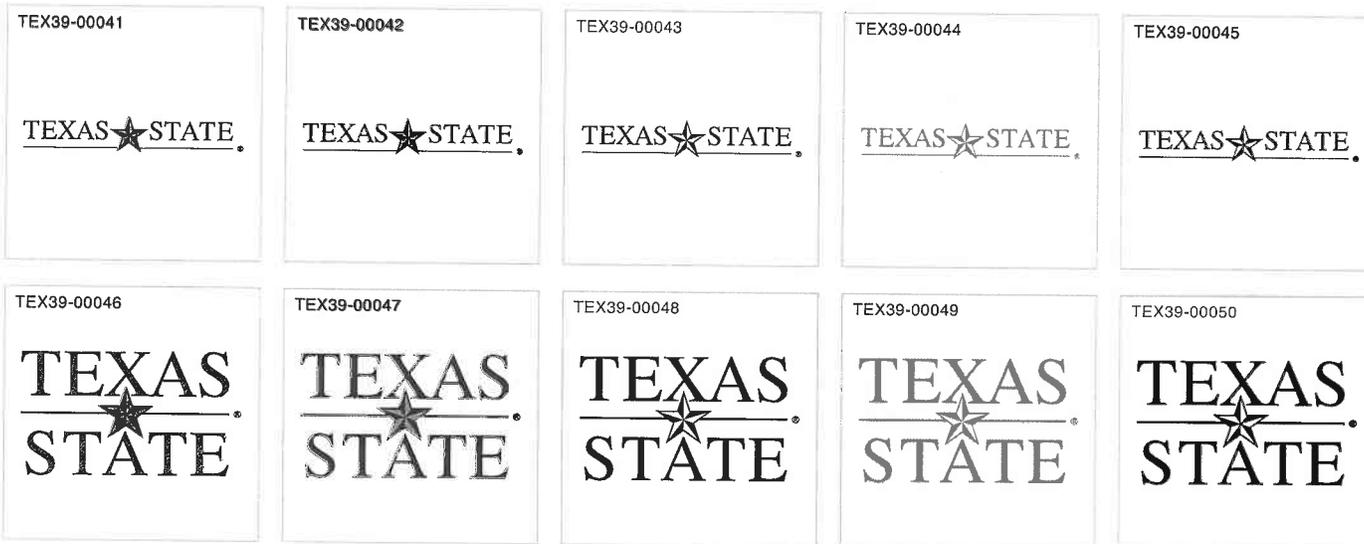
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Gold	PMS 872	8D734A	C:20% M:30% Y:70% K:20%
Black	Process Black		

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SECONDARY ACADEMIC MARK



RISING STAR TAGLINE MARKS



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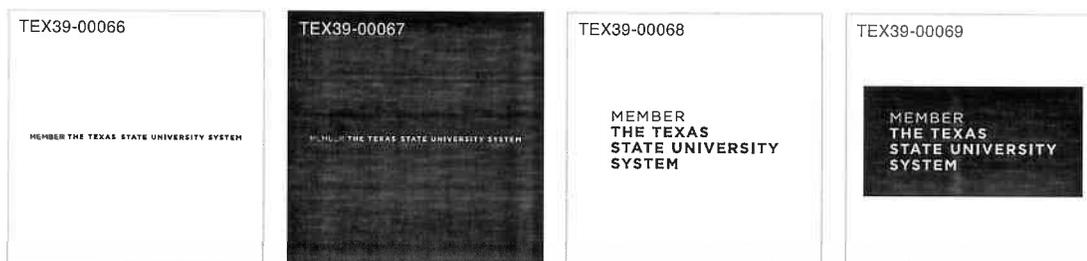
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Maroon	PMS 504	501214	C:65% M:100% Y:100% K:35%
Gold	PMS 872	8D734A	C:20% M:30% Y:70% K:20%
Black	Process Black		

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ROUND ROCK MARK



MEMBER STATEMENT MARK



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Black	Process Black		

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VERBIAGE

Texas State University ®
Texas State™
Bobcats™
Texas State Bobcats™

Eat 'em up, Cats™
TXSTATE™
BOKO™
Strutters™

EMBROIDERY THREAD COLORS

<i>COLORS</i>	<i>PANTONE®</i>	<i>Madeira-Rayon</i>	<i>Madeira-Poly</i>
Maroon	PMS 504	1036	1999
Gold	PMS 872	1273	1673
White	White	White	White
Black	Black	Black	Black

OTHER PERTINENT INFORMATION

The marks shown are separate and distinct logos. You cannot achieve one of the other logos shown by inverting the colors. Please download and utilize as separate logos.

For marks 1,2,4,5,7,8,10, and 11: Use of a 1pt or less white outline/trap/accent with these logos will be permitted if the outline of the logo is the same color as the background.

For marks 3,6,9, and 12: One color mark may be used in maroon, gold, white or black fill.

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Schedule B

Routine Product Categories

Non-Apparel / Hardgoods

Home & Office	Gifts/Novelties	Paper/Printing/Publishing	Sporting Goods/Toys	Specialty Items
Domestiles 1. Bedspreads/Comforters 2. Blankets/Afghans 3. Draperies/Blinds 4. Sheets 5. Tablecloths/place mats 6. Towels 7. Bathroom accessories 8. Wall hangings 9. Kitchen accessories 10. Aprons 11. Miscellaneous-Domestics 12. Clocks 13. Doormats/mats 14. Door panels 15. Doorstops 16. Mirrors 17. Pillows/cushions 18. Plaques & accessories 19. Plaques 20. Wastebaskets 21. Telephone & Accessories Furniture/Furnishings 1. Ceiling Fans/Fans 2. Chairs/bean bags 3. Lamps 4. Lounges 5. Mailboxes 6. Portable furniture 7. Tables 8. Yard accessories 9. Wallpaper & borders 10. Footlockers/trunks 11. Paint 12. Miscellaneous Furniture 13. Carpet/Rugs 14. Switch Plates 15. Night Lights Office Products 1. Book ends 2. Bulletin Boards 3. Desk Accessories 4. Picture frames 5. Diploma frames 6. Recognition Awards Housewares 1. Plastic beverage containers 2. Mugs/steins 3. Glass beverage containers 4. Bowls 5. Buckets - Ice 6. China/crystal 7. Coasters 8. Coolers 9. Cutlery 10. Trivets 11. Dishes 12. Sport bottle 13. Trash Bags 14. Miscellaneous-Housewares 15. Trays	Automobile Products 1. Bumper stickers 2. Car tags/license plates 3. Car flags 4. Car magnets 5. Tire covers 6. Seat & headrest covers 7. Hood & hitch covers 8. Floor mats 9. Air freshener 10. Window decals 11. Window wipers 12. Misc.-Automobile Products 13. Auto emblems Collectibles 1. Coins/medallions 2. Commemorative plates 3. Figurines 4. Spoons/Thimbles 5. Replica buildings/stadiums 6. Die-cast vehicles 7. Trading cards (contact SMA) 8. Miscellaneous-Collectibles 9. Water Globes Signage Products 1. Flags/banners 2. Magnets 3. Pennants 4. Signs 5. Wind socks 6. Illumination devices Miscellaneous 1. Banks 2. Christmas accessories 3. Crossstitch/needlepoint 4. Key chains/ I.D. tags 5. Koozles 6. Lighters 7. Musical devices/horns 8. Musical novelties 9. Pet Products 10. Picnic Baskets 11. Stadium seats/cushions 12. Storage crates 13. Candles 14. Fan buttons 15. Shoelaces 16. Birdhouses 17. Tattoos (removable) 18. Lanyards 19. Shakers/Foam Hands 20. Frisbees 21. Other-Gifts/Novelties 22. Bells	Stationery 1. Balloons 2. Greeting cards/Notecards 3. Notepads 4. Post cards 5. Rubber stamps 6. Stickers/labels 7. Miscellaneous-Stationery 8. Stationery Checks 1. Checks 2. Checkbook Covers Paper products 1. Napkins 2. Paper plates 3. Wrapping paper/ribbons 4. Gift bags 5. Business cards 6. Misc.-Paper Products School supplies 1. Graduation announcements 2. Pens/pencils 3. Pen sets 4. Ring binders 5. Wirebound notebooks 6. Desk calendar 7. Erasers 8. Portfolios 9. Planners Publishing 1. Cookbooks 2. Calendars 3. Posters 4. Books 5. Lithographs/prints 6. Misc.-Printing/Publishing	Sports Equipments 1. Backpacks/Fanny packs 2. Baseball/softball accessories 3. Basketball accessories 4. Bowling accessories 5. Fishing accessories 6. Football accessories 7. Golf accessories 8. Golf bags 9. Golf clubs 10. Golf towels 11. Golf balls 12. Tote bags 13. Tents 14. Misc.-Sports Equipment 15. Swimming Pool Accessories 16. Billiard Accessories Balls 1. Collectible 2. Competition/Leather 3. Rubber - Full-Size 4. Rubber - Mini 5. Foam Toys 1. Plush Mascots 2. Other Plush 3. Action Figures 4. Other Toys Games 1. Board Games 2. Playing cards 3. Game tables 4. Puzzles	Electronics 1. Video games 2. Screen savers 3. Computer accessories 4. Highlight tapes 5. Compact disks & Cases 6. Radios 7. Cassette tapes 8. Calculators 9. Cameras & accessories 10. Miscellaneous-Electronics Consumables 1. Food 2. Candy/gum 3. Beverages 4. Bottled Water 5. Miscellaneous-Consumables Health/Beauty 1. Cologne 2. Soap 3. Toiletries 4. Miscellaneous-Health/Beauty Infant Products 1. Booties & Shoes 2. Bibs 3. Bottles 4. Strollers 5. Blankets 6. Diapers 7. Miscellaneous-Infant Footwear 1. Slippers 2. Sandals 3. Sneakers 4. Other Shoes
		Accessories Jewelry 1. Buttons (lapel/dress) 2. Cloisonne & lapel pins 3. Watches 4. Tie Tacks/Cuff Links 5. Money Clips 6. Bracelets & Charms 7. Earrings 8. Necklaces & Pendants 9. Fan rings Class Rings 1. Class Rings Miscellaneous 1. Sunglasses/accessories 2. Wallets/purses 3. Hair accessories 4. Umbrellas 5. Luggage 6. Emblems/patches 7. Belt Buckles 8. Belts/Suspenders 9. Bandanas 10. Accessories - Other		

Apparel		Headwear
T-shirts 1. Adult T-shirts 2. Tank Tops	Fashion Apparel 1. Golf/polo shirts 2. Dress Shirts 3. Denim Shirts 4. Rugby Shirts 5. Henleys 6. Turtlenecks 7. Sweaters 8. Vests 9. Blazers	Headwear 1. Baseball Caps 2. Other
Outerwear 1. Jackets 2. Rainwear 3. Performance & Polar Fleece 4. Windshirts 5. Windsuits & Warm-ups		
Miscellaneous Apparel 1. Beachwear 2. Shorts 3. Pants/Jeans 4. Other 5. Combo Packaged Merchandise	Women's Apparel 1. Women's sportswear 2. Sweaters and cardigans 3. Lingerie 4. Activewear (work-out apparel)	
Replica Team Apparel 1. Football Jerseys 2. Basketball Jerseys & Shorts 3. Hockey Jerseys 4. Baseball Jerseys 5. Shooting Shirts & tear-away pants 6. Replica Jerseys-other	Fleece 1. Adult fleece tops & bottoms	
Infant/Toddler Apparel 1. Sportswear sizes 0-4T 2. Sleepwear sizes 0-4T 3. Infant/Toddler Headwear 4. Jerseys/Uniforms sizes 0-4T	Loungewear 1. Adult Sleepwear 2. Robes 3. Boxer Shorts 4. Misc.	
Youth Apparel 1. Sportswear sizes 5-20 2. Sleepwear sizes 5-20 3. Youth Headwear 4. Jerseys/Uniforms sizes 5-20	Authentic Sideline Apparel 1. Football Jerseys 2. Basketball Jerseys & shorts 3. Hockey Jerseys 4. Baseball Jerseys 5. Shooting Shirts & tear-away pants 6. Authentic Jerseys-other	
	Clothing Accessories 1. Gloves/Mittens/Muffs 2. Socks 3. Ties 4. Scarves 5. Headbands & Wristbands	

Schedule C

- Standard Royalty Rate of Owner: 10%.

Schedule D

The parties agree with the model that the sale of all merchandise bearing the Trademarks of Owner shall be subject to the Royalty percentage specified in **Schedule C**. Owner reserves the right to exempt certain purchases or entities from the Royalty obligation and such exemptions are listed below.

- Licensed Product which is for internal use, not for resale and paid for by Owner Purchasing or similar department or by way of an Owner issued credit/debit card shall be exempt from the obligation to pay Royalties.
- Trademark Licensed by Owner to the Old Grey Foundation.

TXST: Sale of Surplus Land

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

Texas State University be authorized to sell a tract of undeveloped land and that the University's Vice President for Finance and Support Services be authorized to execute and accept all documents and instruments necessary to carry out the transaction as reviewed and approved by the Vice Chancellor and General Counsel.

Explanation

Following an inquiry from an interested party, Texas State identified the subject property, located behind the Physical Plant and adjoining Buena Vista Street, as surplus land in 2014. The proposed sale includes 2.41 to 2.51 acres of undeveloped land with significant slope and drainage features. Following a review by the Department of Facilities, the property was determined to be unsuitable for Texas State development.

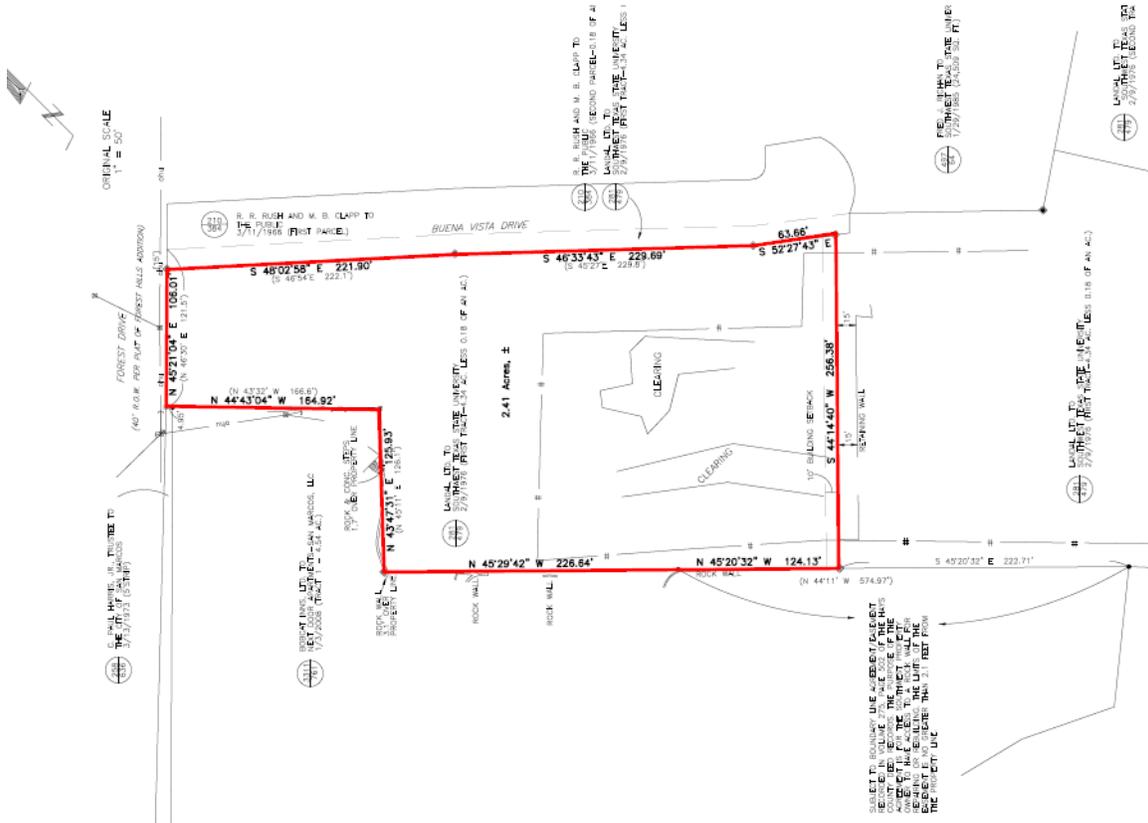
A field survey was performed to identify the available acreage and create an appropriate common boundary with remaining Texas State lands. A posting notice and Request for Proposals (RFP) soliciting bids for the surplus land parcel was posted on the Electronic State Business Daily.

Three entities responded with offers for the property. On evaluation, the proposal of Next Door Apartments – San Marcos, LLC was determined to offer the best value to Texas State. The offer proposes a cash consideration of \$723,000. Next Door Apartments – San Marcos, LLC operating as Tree House Apartments owns a student-oriented apartment complex on adjoining property. Acquisition of the subject property will allow for the expansion of their existing development.

Under the terms of the RFP, the successful respondent and Texas State will enter into a contract for the sale of the property with closing contingent upon the Buyer securing all necessary City entitlements for the proposed development. Challenges to securing City entitlements include the steep topography along a major drainage way on a site within a half mile of the headwaters of the San Marcos River.

A map is attached that shows the location of the subject property.

Map



TXST: Reclaimed Water Pipeline Interlocal Agreement with the City of San Marcos

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

Texas State University be authorized to enter into an Interlocal Cooperation Agreement with the City of San Marcos regarding cost sharing for the design and construction of a reclaimed water pipeline.

Explanation

Texas State proposes to enter into this agreement which outlines the responsibilities of the Parties for the design and construction of facilities associated with the extension of the City's reclaimed water system to Texas State and the manner in which the costs will be shared after applying any outside funding. Enhancing stream flows through the San Marcos River will advance the purposes of the Habitat Conservation Plan. One means of enhancing stream flows through the most sensitive sections of the San Marcos River is for Texas State to reduce the amount of water it withdraws from the river by replacing such water with reclaimed water from the City's reclaimed water system. Funding has been provided by the Texas Water Development Board and the Edwards Aquifer Authority to assist with the City's extension of a reclaimed waterline for delivery of reclaimed water to Texas State. Concurrently with this Agreement, the Parties are entering into a separate interlocal agreement that addresses manner in which Texas State will allocate its rights to withdraw water from the San Marcos River to the City and the charges to be paid by Texas State for reclaimed water supplied by the City.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY CONCERNING
EXCHANGE OF RECLAIMED WATER FOR SURFACE WATER RIGHTS**

This Interlocal Cooperation Agreement (the “Agreement”) is made and effective as of _____, 2015 (the “Effective Date”) by and between the City of San Marcos, Texas (the “City”), 630 East Hopkins Street and Texas State University (“Texas State”), 601 University Drive, San Marcos, Texas 78666. The City and Texas State are each referred to hereinafter as a “Party” and collectively as the “Parties.”

**ARTICLE I
RECITALS**

1. The Parties are participants in the Habitat Conservation Plan which was implemented to protect endangered species in the San Marcos River.
2. Enhancing stream flows through the San Marcos River will advance the purposes of the Habitat Conservation Plan.
3. The Parties recognize that one means of enhancing stream flows through the most sensitive sections of the San Marcos River is for Texas State to reduce the amount of water it withdraws from the river.
4. Texas State is willing to forego exercising its rights to withdraw surface water from the San Marcos River provided a suitable substitute quantity of reclaimed water is made available to it at a comparable cost.
5. The City operates a reclaimed water system that serves third party users and Texas State is willing to allocate a portion of its surface water rights to the City to enhance stream flows in the San Marcos River in exchange for reclaimed water from the City.
6. Texas State previously participated with the City in the cost to construct a segment of pipeline intended to connect Texas State’s main campus to the City’s reclaimed water

system. By separate agreement, the Parties will participate to complete the pipeline (the “Texas State Reclaimed Waterline Segment”) with the aid of grant funding from the Texas Water Development Board and the Edwards Aquifer Authority.

7. Pursuant to the Texas Interlocal Cooperation Act, Section 791.001, *et seq.* of the Texas Government Code which authorizes the Parties to contract with each other to perform governmental functions and services and in consideration of the mutual promises and benefits contained herein, the Parties enter into this Agreement.

ARTICLE II AGREEMENT

1. **Exchange of Surface Water Rights for Reclaimed Water.** Texas State agrees to allocate its rights to withdraw surface water that flows through the San Marcos River to the City in exchange for the delivery of reclaimed water from the City under the terms set forth below.

a. **Start of Water Delivery.** Within 30 days after completion and acceptance by the City of the Texas State Reclaimed Waterline Segment, the authorized representatives of Parties will coordinate to establish appropriate connections and metering systems for Texas State to receive reclaimed water from the City and to agree upon a date upon which delivery will begin.

b. **Allocation of Surface Water Rights.** Concurrent with the start of the City’s delivery of reclaimed water to Texas State, Texas State will forego its rights to withdraw surface water that flows through the San Marcos River and hereby allocates its rights to the City to withdraw 1,164 acre feet of water from the San Marcos River under TCEQ permits numbered 18-3865-401 (534 ac-ft) and 18-3865-404 (630 ac-ft).

c. City's Use of Allocated Surface Water. The City agrees that the allocation of surface water rights by Texas State shall be for the purpose of preserving and enhancing stream flows through identified endangered species areas along the San Marcos River and that the water, if withdrawn by the City, may only be withdrawn downstream of IH-35. For example, the water may be withdrawn at the wastewater treatment plant to be pumped as reuse water or be allowed to flow to a withdrawal point for treatment to potable water quality and used in the water system such as the CRWA plant in Martindale. The decision as to amounts withdrawn of the allocated amount shall be at the sole discretion of the City.

d. City to Provide Reclaimed Water. Beginning with the first date delivery of reclaimed water to Texas State as provided above, the City shall make available and deliver to Texas State up to 400 acre feet of reclaimed water per year from the City's reclaimed water system. Delivery of reclaimed water in excess of 400 acre feet per year will be subject to the availability of unallocated reclaimed water from the City's reclaimed water supplies.

e. Charges for Reclaimed Water. The City shall install such meters as are reasonable and customary for measuring the volume of reclaimed water consumed by Texas State. Texas State shall be charged for reclaimed water delivered from the City at the City's then applicable reclaimed water rate. The initial current rate in effect as of the Effective Date of this Agreement is \$1.35 per 1,000 gallons of water or \$439.90 per acre foot. The City shall bill Texas State in accordance with the usual and customary utility billing practices between the City and Texas State, provided that the billing for the first cycle under this Agreement may be prorated if the delivery of reclaimed water begins

during the middle of the normal billing cycle, e.g., monthly, quarterly, yearly, as applicable.

f. Texas State Credit for Unused Water. The City will provide a credit to Texas State for amounts of surface water rights made available to the City at a minimum of 400 acre feet, up to 1,164 acre feet, annually, which credit will be applied against any charges for City water or wastewater utilities of any type provided to Texas State as explained in this paragraph. The credit will be calculated by: **i)** multiplying the current reclaimed water rate by the amount of surface water rights used by the City at a minimum of 400 acre feet, up to 1164 acre feet, annually; **ii)** multiplying the current reclaimed water rate by the actual volume of acre feet of reclaimed water consumed by Texas State; and **iii)** providing a credit in the amount of the difference, if any. For example, if the current reclaimed water rate of \$439.90 per acre foot is multiplied by 1,164 acre feet of water, the value of such water is \$512,043.60 ($\$439.90 \times 1164 = \$512,043.60$). If Texas State consumes 400 acre feet of water during a one year period at a cost of \$175,960.00, Texas State will be entitled to a credit in the amount of \$336,083.60 ($\$512,043.60 - \$175,960.00 = \$336,083.60$).

2. Term and Termination.

a. Term. This Agreement shall be effective on the date first shown above and shall continue for a period of 99 years, unless renewed by mutual written agreement of the Parties.

b. Termination. Either party may:

i. request to terminate this agreement without cause with 60 days written notice to the other party, termination without cause requires the consent

of both parties and is subject to establishing mutual conditions of termination; or

ii. terminate this contract for cause if the other party is put on notice of the breach and given an opportunity to cure. If the breach is not cured within 60 days following the notice, or if a cure cannot be reasonably completed within 60 days and a cure is not begun and diligently pursued within 60 days, the contract can be terminated 10 days after written notice is given of the failure to cure the breach, subject to the right of either party to also pursue available remedies at law or in equity.

3. Subject to TCEQ Approvals. This Agreement and the obligations of the Parties under it are subject to approval by the Texas Commission on Environmental Quality of a change in the classification of the surface water allocated to the City from “Industrial” use to “Municipal” use and the change in location of the surface water withdrawal points downstream of the identified endangered habitat areas of the San Marcos River. The Parties agree to cooperate in effecting such transfers in accord with all State statutes and requirements or those of any entity having jurisdiction. In the event such approvals are not obtained, Texas State may still purchase reclaimed water from the City at the following rates:

a. \$1.35 per 1,000 gallons of reclaimed water for a period of 10 years from the first date of delivery;

b. \$1.35 per 1,000 gallons of reclaimed water, plus one-third of the difference between such rate and the then applicable rate in effect for year 11;

c. \$1.35 per 1,000 gallons of reclaimed water, plus two-thirds of the difference between such rate and the then applicable rate then in effect for year 12; and

d. the applicable rates then in effect for year 13 and all subsequent years..

4. Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed properly delivered if sent by U.S. Mail return receipt requested, a nationally recognized overnight courier service, or by facsimile transmission or email to the following:

If to the City:
City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666
Attn: City Manager
citymanagerinfo@sanmarcostx.gov

If to Texas State:
Eric Algoe
V.P. for Finance and Support Services
Texas State University
601 University Drive
San Marcos, Texas 78666
ealgoe@txstate.edu

Either Party may change the address for notice by providing written notice of such change to the other Party.

5. Miscellaneous. The following additional terms shall govern this Agreement.

a. Amendments. Any amendments to this Agreement shall be in writing and executed by a duly authorized representative of each of the Parties.

b. Current Funds. All payments under this Agreement shall be made from current revenues available to the paying Party. All obligations of either Party requiring an expenditure of funds beyond the current fiscal year shall be subject to appropriation of funds during the fiscal year in which the obligation is incurred. The City, however, may discontinue the delivery of reclaimed water to Texas State if Texas State fails to timely pay for such service in accordance with the usual and customary utility billing and payment practices between the parties, subject to resuming service upon receipt of payment.

c. Sole Agreement. This Agreement constitutes the entire agreement between the Parties, and there are no representations, warranties, agreements or

commitments between the Parties hereto except as set forth herein.

d. Waiver. No delay or failure by either Party to exercise any right, power or remedy, under this Agreement, and no partial or single exercise of that right, power or remedy, shall constitute a waiver of that or any other right, power or remedy unless otherwise expressly provided herein. No waiver shall be deemed to have been made unless it is in writing and signed by the waiving Party.

e. Applicable Law and Venue. This Agreement is deemed to have been made in and to be performable in the Hays County, Texas, and shall be construed in accordance with and governed by the laws of the State of Texas.

f. Counterparts. This Agreement may be executed 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.

g. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that neither Party may assign any of their respective rights nor delegate any of their respective duties hereunder without the other Party's prior written consent.

h. Severability. The invalidity of any provision or provisions of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

i. Interpretation. This Agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's

authorship of the Agreement or any portion thereof.

j. Dispute Resolution. To the extent applicable to this Agreement, the parties will use the procedures in Chapter 2260, Subchapter B of the Texas Government Code to resolve any disputes arising under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Cooperation Agreement in duplicate counterparts, both having equal force and effect, as of the Effective Date.

CITY OF SAN MARCOS:

By: _____
Jared Miller, City Manager

THE TEXAS STATE UNIVERSITY SYSTEM:

Examined and Recommended:

President Denise M. Trauth
Texas State University

Date

Chancellor Brian McCall
The Texas State University System

Date

Approved as to legal form:

Vice Chancellor and General Counsel

APPROVED by the Board of Regents on November 13, 2015 at San Marcos, Texas.

The Honorable Jaime R. Garza
Chairman of the Board

Date

LSCO: Real Property Acquisition

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

Lamar State College – Orange be authorized to use Higher Education Assistance Funds (HEAF) to purchase property located at 320 Green Avenue, Orange, Texas from the Wells Fargo Bank, NA for \$225,000 subject to legal review by the Vice Chancellor and General Counsel.

Explanation

This property is located on the north side of Green Avenue directly across the street from the existing campus. The property consists of 1.46 acres of land. It includes a 17,029 square foot commercial office building that was constructed in 1997 and leased by the Orange Workforce Center from 1997 to 2014. The building was damaged by flooding during Hurricane Ike. The water damage was remediated. However, the occupant no longer had use for all of the space and only one-half of the building interior was restored. The property includes two concrete parking lots in very good condition.

The campus master plan targets this area for acquisition and envisions it being used for parking while also serving as a buffer between the campus and the residential area to the north.

The owner of this property defaulted on his loan and ownership transferred to Wells Fargo Bank, NA. The property is currently listed on the tax roll of the Orange County Appraisal District for \$673,243. The bank has agreed to sell the property for \$225,000 which equates to \$13.22/sq. ft.

The acquisition of this property fits with the long-term vision of the campus master plan. Additionally, the acquisition of the commercial building provides the added bonus of giving us space that can be used in the short-term to house our new program in maritime technology and for expansion of our existing industrial technology program.

EXHIBIT "A"

That certain 1.46 acre tract out of Block 119 of Amended Sheldon Addition, Orange County Texas, being comprised of several tracts recorded in the following Volumes and Pages of the Orange County Deed Records, Volume 63, Page 403 of the Orange County Deed Records, Volume 85, Page 79, of the Orange County Deed Records, Volume 24, Page 393 of the Orange County Deed Records, Volume 205, Page 117 of the Orange County Deed Records, said 1.46 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1" iron bolt found at the intersection of the north line of Green Avenue with the east line of 3rd Street for the southwest corner of Lot "G" in said Block 119 and the most westerly southwest corner of the said 1.46 acre tract;

THENCE North along the said east line of 3rd Street, a distance of 160.16 feet (called North 160.00 feet) to a 1/2" iron rod found for the southwest corner of Lot "A" in said Block 119, being the northwest corner of Lot "F" in said Block 119, and the most southerly northwest corner of the said 1.46 acre tract;

THENCE South 89 deg. 54 min. 28 sec. East, a distance of 150.59 feet (called 150.00) to a 1/2" iron rod found for the southeast corner of said Lot "A" being the northeast corner of said Lot "F" and an interior corner of the said 1.46 acre tract;

THENCE North 00 deg. 11 min. 09 sec. West, a distance of 104.00 feet (called North 104.00 feet) to a 5/8" iron rod found for the northwest corner of Lot "C" in said Block 119, and the most northerly northwest corner of the said 1.46 acre tract;

THENCE South 89 deg. 52 min. 12 sec. East, a distance of 150.00 feet (called East, 150.00 feet) to a 5/8" iron rod found in the west line of 2nd Street for the northeast corner of said Lot "C" and the said 1.46 acre tract;

THENCE South 00 deg. 04 min. 28 sec. West, along the said west line of 2nd Street, a distance of 264.00 feet (call South, 264.00 feet) to a 5/8" iron rod found at the intersection of the said west line of 2nd Street, with the said north line of Green Avenue for the southeast corner of Lot "E" in said Block 119 and the southeast corner of Block 119 and the said 1.46 acre tract;

THENCE North 89 deg. 55 min. 10 sec. West, along the said north line of West Green Avenue, a distance of 300.00 feet (called West, 300.00 feet) to the POINT OF BEGINNING and containing 1.46 acres of and more of less.

STATE OF TEXAS

COUNTY OF ORANGE

I hereby certify that this Instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Real Property of Orange County, Texas on 05/12/2005.



[Signature]
COUNTY CLERK, Orange County, Texas

NOT AN OFFICIAL COPY

**Texas State University System
Personnel**

Consent

A. TSUS: CONSENT: Personnel

**PERSONNEL REPORT - LAMAR UNIVERSITY
November 2015**

FACULTY PERSONNEL CHANGES

RESIGNATION

1. Beyke, Andrew; Instructor, Health & Kine, effective July 20, 2015.
2. Beyle, Andrey; Research Professor, College of Engineering, effective August 31, 2015.
3. Brockman, Jennifer; Instructor, English/M Lang, effective August 14, 2015.
4. Chinn, Kathleen; Associate Professor, Deaf Stud/Ed, effective September 15, 2015.
5. Hao, Jun; Assistant Professor, Acct & Bus Law, effective August 31, 2015.
6. Hsu, Henda; Assistant Professor, Soc/SW/CJ, effective August 31, 2015.
7. Mantz, Martin; Instructor, Chem/Biochem, effective June 30, 2015.
8. McCutcheon, Robin; Instructor, Teacher Ed, effective June 30, 2015.

RETIREMENT

1. Goldbeck, Tanya; Assist Professor, Teacher Ed, effective August 31, 2015.
2. Rabalais, John; Professor, Chem/Biochem, effective August 30, 2015.
3. Schultz, Russ; Dean, College of Fine Arts & Communication, effective June 30, 2015.

SEPARATION

Nothing to report.

TERMINAL CONTRACT

Nothing to report.

LEAVE OF ABSENCE

1. Alasti, Sanaz; Assist Prof, Soc/SW/CJ, begin Fac Dev Leave, effective September 1, 2015.
2. Fagen, Jennifer; Assoc Prof, Soc/SW/CJ, begin Fac Dev Leave, effective September 1, 2015.
3. Gwynn, Robert; Professor, English/M Lang, begin FMLA, effective September 1, 2015.
4. Lin, Sidney; Assoc Prof, Chem Engr, begin Fac Dev Leave, effective September 1, 2015.
5. Loges, Max; Professor, English/M Lang, begin FMLA, effective September 1, 2015.
6. Makki, Kami; Professor, Computer Sci, begin Leave With Pay, effective September 1, 2015.
7. Srinivasan, Malur; Professor, Mech Engr, begin FMLA, effective September 1, 2015.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	Name	Deg	Rank	Department	%FTE	Salary	Period
COLLEGE OF ARTS & SCIENCES							
N	Aguirre, Ryan	MS	Adjunct	Math	.40	\$7,750	Fall 2015
R	Alexander, Katrina	MS	Adjunct	Biology	.80	\$12,000	Fall 2015
N	Allen, Regina	MS	Adjunct	Nursing	.75	\$11,200	Fall 2015
R	Allison, Amanda	MS	Adjunct	Earth/Space Sci	.47	\$8,167	Fall 2015
R	Andreev, Valentin	PhD	Professor	Math	33.32	\$4,518	SIII 2015
R	Andrei, Stefan	PhD	Assoc Prof	Computer Sci	.50	\$8,084	SII 2015
R	Armacost, James	PhD	Assoc Prof	Biology	1.0	\$9,605	SII 2015
R	Avery, Angeliqueca	MS	Adjunct	Soc/SW/CJ	.40	\$5,650	Fall 2015
R	Baker, Blanche	PhD	Adjunct	Math	.60	\$15,000	Fall 2015
N	Barbosa, Roland	PhD	Instructor	Chem/Biochem	1.0	\$42,000	2015-16

N	Barclay, Eli	MS	Instructor	Psychology	1.0	\$34,000	2015-16
R	Blackwell-Starnes, Adrienne	PhD	Assist Prof	English/M Lang	.50	\$3,762	SII 2015
R	Bray, Alaina	MA	Adjunct	English/M Lang	.80	\$11,300	Fall 2015
R	Brice, Gary	MS	Instructor	Math	.50	\$3,876	SII 2015
N	Broome, Mark	MS	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Butler, Kristina	MS	Adjunct	Political Sci	.40	\$2,800	SII 2015
R	Butler, Kristina	MS	Adjunct	Political Sci	1.0	\$14,125	Fall 2015
N	Carona, Ken	MS	Adjunct	Psychology	.40	\$5,650	Fall 2015
R	Carroll, John	PhD	Professor	History	1.0	\$17,384	SII 2015
R	Castillion, Catalina	PhD	Assoc Prof	English/M Lang	.50	\$5,053	SII 2015
N	Ceynar, Cindy	MS	Instructor	Nursing	1.0	\$56,000	2015-16
N	Ceynar, Cynthia	MS	Adjunct	Nursing	1.0	\$10,800	SIII 2015
R	Chandrasekaran, Perumalreddy	PhD	Assist Prof	Chem/Biochem	1.0	\$9,061	SII 2015
R	Chou, Ching-En	PhD	Instructor	Chem/Biochem	1.0	\$7,001	SII 2015
R	Comer, Brandy	MS	Adjunct	Math	.40	\$7,750	Fall 2015
R	Couch, P J	PhD	Assist Prof	Math	.50	\$5,000	SII 2015
R	Courmier, Sharon	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Crenshaw, Cory	JD	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Daniel, Jennifer	PhD	Assoc Prof	Math	1.0	\$10,547	SII 2015
R	Davis, Terri	PhD	Assoc Prof	Political Sci	.50	\$6,546	SII 2015
R	DeLuca, Lorraine	EDD	Adjunct	English/M Lang	.20	\$2,825	Fall 2015
N	Doe, Raymond	PhD	Assist Prof	Psychology	1.0	\$57,500	2015-16
N	Douglas, Mark	DNP	Adjunct	Nursing	.40	\$9,000	Fall 2015
N	Drachenberg, James	PhD	Assist Prof	Physics	1.0	\$54,500	2015-16
R	Drake, Regina	MS	Adjunct	Soc/SW/CJ	.60	\$8,475	Fall 2015
N	Duerler, Caitlin	MA	Instructor	English/M Lang	1.0	\$32,000	2015-16
R	Durso, Cassandre	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Fagen, Jennifer	PhD	Assoc Prof	Soc/SW/CJ	1.0	\$9,735	SII 2015
R	Fakhravar, Amirabbas	JD	Adjunct	Soc/SW/CJ	.40	\$5,000	SII 2015
R	Fakhravar, Amirabbas	JD	Adjunct	Soc/SW/CJ	.20	\$5,000	Fall 2015
R	Flowers, Christopher	MS	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Forret, Jeffrey	PhD	Assoc Prof	History	.50	\$5,152	SII 2015
N	Fournet, Kirsten	MS	Adjunct	Nursing	.38	\$5,600	Fall 2015
R	Garza, Andrew	MS	Adjunct	Psychology	.60	\$8,475	Fall 2015
R	Geiger, TJ	PhD	Assoc Prof	English/M Lang	.50	\$3,778	SII 2015
R	Gregory, Susan	MS	Adjunct	Math	.40	\$7,750	Fall 2015
R	Gubala, Sara	MS	Instructor	Political Sci	1.0	\$7,395	SII 2015
R	Gwynn, Robert	MFA	Professor	English/M Lang	.50	\$6,932	SII 2015
R	Haiduk, Michael	PhD	Professor	Biology	1.0	\$11,830	SII 2015
R	Haidusek, Harrabeth	MA	Instructor	English/M Lang	.50	\$3,081	SII 2015
R	Harakeh, Ali	MS	Adjunct	Math	.40	\$7,750	Fall 2015
R	Harden, Brad	PhD	Assist Prof	Soc/SW/CJ	.50	\$4,247	SII 2015
N	Hatfield, Elia	PhD	Assist Prof	English/M Lang	1.0	\$48,000	2015-16
R	Hays, Jacqueline	MA	Adjunct	English/M Lang	.80	\$11,300	Fall 2015
R	Hoch, Matthew	PhD	Assoc Prof	Biology	1.0	\$15,447	SII 2015
N	Hutto, Michelle	MS	Instructor	Nursing	1.0	\$57,000	2015-16
R	Johnson, June	MS	Instructor	Psychology	.50	\$2,956	SII 2015
R	Jordan, Jim	PhD	Professor	Earth/Space Sci	.50	\$7,756	SII 2015
R	Karahouni, Ishmail	MS	Instructor	Math	.40	\$7,750	Fall 2015
R	Kasyanchik, Vera	MA	Adjunct	English/M Lang	.20	\$2,825	Fall 2015
R	Kibbe, Tina	PhD	Adjunct	History	.80	\$11,300	Fall 2015
R	Kirk, Edythe	PhD	Assoc Prof	Psychology	1.0	\$11,336	SII 2015
R	Knapp, Jennifer	MS	Adjunct	Earth/Space Sci	.40	\$7,000	Fall 2015
R	Knight, Timothy	MA	Adjunct	History	.40	\$5,650	Fall 2015
R	Koh, Hikyoo	PhD	Professor	Computer Sci	1.0	\$17,358	SIII 2015
R	Kruger, Joseph	PhD	Assoc Prof	Earth/Space Sci	.50	\$6,269	SII 2015
R	Lanier, Boyd	PhD	Assoc Prof	Political Sci	.50	\$6,273	SII 2015
N	Leva-Lopez, Julio	PhD	Assist Prof	Earth/Space Sci	1.0	\$90,000	2015-16
R	Long, Elizabeth	DNP	Assist Prof	Nursing	1.0	\$80,000	2015-16
R	Lou, Ming	PhD	Instructor	Physics	1.0	\$7,603	SII 2015
R	Love, James	JD	Adjunct	Soc/SW/CJ	.20	\$5,000	Fall 2015
R	Mahan, Janice	MS	Adjunct	Nursing	.38	\$3,050	Fall 2015
R	Martin, Christopher	PhD	Assoc Prof	Chem/Biochem	.50	\$5,559	SII 2015
R	Nelson, Nancy	MS	Adjunct	Soc/SW/CJ	.40	\$5,650	Fall 2015
R	O'Connor, Robert	MS	Adjunct	Math	.40	\$3,875	SII 2015
R	O'Connor, Robert	MS	Adjunct	Math	1.0	\$19,375	Fall 2015
R	O'Connor, Robert	MS	Adjunct	Math	26.67	\$2,583	SIII 2015

R	Ojemeni, Stacey	MSN	Adjunct	Nursing	.38	\$5,600	Fall 2015
R	Osborne, Lawrence	PhD	Professor	Computer Sci	.50	\$8,011	SIII 2015
R	Oteng, Yaw	PhD	Assoc Prof	English/M Lang	.50	\$4,715	SII 2015
R	Owen, Cissie	MS	Adjunct	Political Sci	.20	\$2,825	Fall 2015
R	Pyne, Matthew	PhD	Assist Prof	Biology	1.0	\$9,333	SII 2015
R	Rabalais, John	PhD	Dist Prof	Chem/Biochem	.50	\$9,301	SII 2015
R	Ravey, Jennifer	MA	Instructor	English/M Lang	.50	\$3,621	SII 2015
R	Reena, Ismatara	MS	Adjunct	Biology	39.99	\$6,000	Fall 2015
N	Retamales, Jaime	PhD	Visit Assist Prof	English/M Lang	1.0	\$45,000	2015-16
R	Robertson, Robert	MA	Adjunct	History	.40	\$5,650	Fall 2015
R	Roden, Timothy	PhD	Assist Prof	Computer Sci	.50	\$15,198	SII 2015
R	Roden, Timothy	PhD	Assist Prof	Computer Sci	.50	\$7,599	SIII 2015
R	Scheer, Mary	PhD	Professor	History	.50	\$6,290	SII 2015
R	Scheidamandel, Jeferson	MS	Instructor	Psychology	1.0	\$5,167	SII 2015
R	Schmidt, Bennetta	PhD	Instructor	Earth/Space Sci	16.67	\$947	SII 2015
R	Shipper, Robbie	MS	Adjunct	Math	.20	\$3,875	Fall 2015
R	Shoefstall, Sherri	EDD	Adjunct	Psychology	.40	\$2,737	SII 2015
R	Shoefstall, Sherri	EDD	Adjunct	Psychology	.75	\$9,888	Fall 2015
R	Shukla, Shyam	PhD	Professor	Chem/Biochem	1.0	\$15,307	SII 2015
R	Soularie, Crystal	MS	Adjunct	Nursing	.38	\$8,650	Fall 2015
R	Stewart, Arthur	PhD	Assoc Prof	English/M Lang	.50	\$5,667	SII 2015
R	Strange, Andrew	BS	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Sun, Frank	MS	Instructor	Computer Sci	.50	\$3,641	SIII 2015
R	Svyeshnikova, Natalie	MS	Adjunct	Math	1.0	\$19,375	Fall 2015
R	Svyeshnikova, Natilie	MS	Adjunct	Math	.40	\$3,875	SII 2015
N	Tahaney, Craig	JD	Adjunct	Political Sci	.80	\$5,600	SII 2015
N	Tchernookov, Martin	PhD	Visit Assist Prof	Physics	1.0	\$52,000	2015-16
R	Thompson, Darin	MA	Adjunct	English/M Lang	.80	\$11,300	Fall 2015
R	Thompson, Jerry	PhD	Professor	History	1.0	\$13,281	SII 2015
R	Tomplait, Deborah	MS	Instructor	Soc/SW/CJ	.50	\$4,181	SII 2015
R	Tucker, Carla	MS	Adjunct	Earth/Space Sci	.40	\$7,000	Fall 2015
R	Wei, Suying	PhD	Assist Prof	Chem/Biochem	1.0	\$9,074	SII 2015
R	Westgate, James	PhD	Professor	Earth/Space Sci	.50	\$7,622	SII 2015
R	Wilbur, Christina	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Williams, Beverly	MA	Adjunct	English/M Lang	.60	\$8,475	Fall 2015
R	Williams, Beverly	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Winslow, Anne	MSN	Adjunct	Nursing	.29	\$6,240	Fall 2015
N	Woehle, Ralph	PhD	Interim Prof	Soc/SW/CJ	1.0	\$85,000	2015-15
R	Yoder, Howard	PhD	Assoc Prof	Biology	1.0	\$10,857	SII 2015
R	Zarzosa, Miguel	MA	Adjunct	English/M Lang	.40	\$5,650	Fall 2015
R	Zhang, Jing	PhD	Assist Prof	Computer Sci	1.0	\$13,917	SII 2015

COLLEGE OF BUSINESS

R	Badua, Francisco	PhD	Assoc Prof	Acct & Bus Law	1.0	\$19,209	SII 2015
R	Baldo, Meslissa	JD	Adjunct	Acct & Bus Law	.40	\$7,900	Fall 2015
R	Bandyopadhyay, Kakoli	PhD	Chair/Prof	Info Sys & Anal	1.0	\$10,669	SIII 2015
R	Bandyopadhyay, Soumava	PhD	Professor	Mgmt & Mktg	1.0	\$18,645	SII 2015
R	Choi, Jai Young	PhD	Professor	Econ & Finance	.50	\$8,382	SII 2015
R	Escamilla, Craig	MBA	Instructor	Mgmt & Mktg	1.0	\$11,667	SII 2015
R	Flosi, Alicen	PhD	Instructor	Info Sys & Anal	.67	\$7,593	SII 2015
N	Fontenot, Dale	MBA	Adjunct	Info Sys & Anal	.20	\$3,950	Fall 2015
R	Godeaux, Sherry	MSA	Adjunct	Acct & Bus Law	.40	\$3,950	SII 2015
R	Heald, Russell	JD	Adjunct	Acct & Bus Law	.20	\$3,950	Fall 2015
N	Hopson, James	JD	Visit Prof	Acct & Bus Law	1.0	\$110,000	2015-16
R	Karani, Komal	PhD	Assoc Prof	Mgmt & Mktg	.50	\$8,006	SII 2015
R	Kenyon, George	PhD	Assoc Prof	Mgmt & Mktg	.50	\$8,602	SIII 2015
R	Mayer, Bradley	PhD	Professor	Mgmt & Mktg	1.0	\$19,450	SII 2015
R	McCoy, Timothy	PhD	Assoc Prof	Acct & Bus Law	.50	\$8,810	SII 2015
R	Natarajan, Vivek	PhD	Assoc Prof	Mgmt & Mktg	.50	\$8,061	SII 2015
R	Natarajan, Vivek	PhD	Assoc Prof	Mgmt & Mktg	.50	\$8,061	SIII 2015
R	Ortego, Robert	JD	Adjunct	Acct & Bus Law	.20	\$3,950	Fall 2015
R	Pratt, Jonathan	MSA	Adjunct	Acct & Bus Law	.40	\$7,900	Fall 2015
R	Rose, David	MBA	Instructor	Acct & Bus Law	1.0	\$10,278	SII 2015
N	Seawright, Delvin	PhD	Assist Prof	Acct & Bus Law	1.0	\$127,000	2015-16

R	Sen, Kabir	PhD	Chair/Prof	Mgmt & Mktg	.50	\$9,603	SII 2015
R	Slaydon, James	PhD	Assoc Prof	Econ & Finance	1.0	\$16,914	SII 2015
R	Swerdlow, Marleen	JD	Professor	Acct & Bus Law	.50	\$8,009	SIII 2015
R	Tovar-Silos, Ricardo	PhD	Assist Prof	Info Sys & Anal	1.0	\$12,892	SII 2015
R	Yin, Stanley	MS	Adjunct	Const Mgmt	.20	\$5,100	Fall 2015

CENTER FOR COLLEGE READINESS

R	Gillespie, Brian	MS	Adjunct	Coll Readiness	.20	\$3,000	Fall 2015
N	Hoffer, Wesley	MS	Adjunct	Coll Readiness	.20	\$3,000	Fall 2015
R	Karahouni, Ismail	MS	Instructor	Coll Readiness	1.0	\$7,631	SII 2015
R	Riley, Melissa	MS	Instructor	Coll Readiness	1.0	\$6,196	SII 2015

CENTER FOR DISTANCE EDUCATION

R	Aguilar, Amanda	MA	Adjunct	Health & Kine	.60	\$8,475	Fall 2015
R	Allison, Amanda	MA	Adjunct	Spch/Hearing	.27	\$3,500	Fall 2015
R	Allison, Amanda	MA	Adjunct	Spch/Hearing	53.32	\$3,500	SIII 2015
R	Babineaux, Justin	MS	Adjunct	Psych	.26	\$5,650	Fall 2015
R	Babineaux, Justin	MA	Adjunct	Psych	.40	\$2,737	SII 2015
R	Booth, Kara	MA	Adjunct	Econ & Finance	.20	\$3,950	Fall 2015
R	Broussard, Willie	MA	Adjunct	Fam & Con Sci	.40	\$6,931	Fall 2015
R	Broussard, Willie	MA	Adjunct	Fam & Con Sci	.80	\$5,474	SIII 2015
R	Busceme, Greg	MFA	Adjunct	Art	.20	\$2,825	Fall 2015
R	Chiou, Peen-Peen	MA	Adjunct	Computer Sci	.20	\$6,200	Fall 2015
R	Clanahan, Michael	MA	Adjunct	Biology	6.67	\$1,000	Fall 2015
R	Davis, MaryAnn	PhD	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Durso, Cassandra	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Fakhravar, Amirabbas	MA	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Fontenot, Linzay	MA	Adjunct	Fam & Con Sci	.20	\$2,825	Fall 2015
R	Gallaspy, Elizabeth	MA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Garcia, Jesus	PhD	Adjunct	Soc/SW/CJ	.20	\$2,825	Fall 2015
R	Gillespie, Brian	MA	Adjunct	Math	.40	\$19,375	Fall 2015
R	Gillespie, Brian	MA	Adjunct	Math	.40	\$3,875	SIII 2015
N	Hamilton, Robert	MA	Adjunct	Health & Kine	.40	\$2,000	Fall 2015
R	Jarrell, Johnny	MA	Adjunct	Computer Sci	.20	\$3,100	Fall 2015
R	Kibbe, Tina	PhD	Adjunct	History	.20	\$2,825	Fall 2015
R	Linsley, Judith	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Long, Debbie	MA	Adjunct	Health & Kine	.20	\$2,825	Fall 2015
R	Ma, Daoying	MA	Adjunct	Computer Sci	.20	\$3,100	Fall 2015
R	Malley, Wendi	MA	Adjunct	Math	.20	\$3,875	Fall 2015
R	Owen, Cissie	MA	Adjunct	Political Sci	.80	\$5,600	SII 2015
R	Rawls, Clinton	MA	Adjunct	Communication	.40	\$2,825	Fall 2015
R	Richards, Garry	MA	Adjunct	English/M Lang	.20	\$2,825	Fall 2015
R	Rioux, Theresa	MA	Adjunct	History	.20	\$2,825	Fall 2015
R	Sanchez, Florinda	MA	Adjunct	Chem/Biochem	.66	\$9,000	Fall 2015
R	Sanchez, Florinda	MA	Adjunct	Chem/Biochem	53.33	\$4,500	SIII 2015
R	Shipper, Robbie	MA	Adjunct	Math	.20	\$4,115	Fall 2015
N	Simmons, Elizabeth	MA	Adjunct	Info Sys & Anal	.20	\$3,950	Fall 2015
R	Stelly, Karen	MA	Adjunct	Earth/Space Sci	.54	\$7,000	Fall 2015
R	White, Michelle	MA	Adjunct	Music	.80	\$11,300	Fall 2015
R	White, Michelle	MA	Adjunct	Music	.40	\$2,737	SI 2015
R	White, Michelle	MA	Adjunct	Music	.40	\$2,737	SII 2015

COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Abernathy, Kay	EdD	Assoc Prof	Ed Leadership	.50	\$6,163	SII 2015
R	Allen, Shannon	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2015
R	Arterbury, Elvis	PhD	Professor	Ed Leadership	.50	\$7,565	SII 2015
R	Azodi, Donna	EdD	Assist Prof	Ed Leadership	.50	\$5,833	SII 2015
R	Bain, Richard	MEd	Field Sup	Ed Leadership	.49	\$3,200	Fall 2015
R	Beard, Ronald	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2015
R	Borel, Daryl Ann	EdD	Clinic Instr	Ed Leadership	.50	\$5,167	SII 2015
R	Brown, Johnny	EdD	Adjunct	Ed Leadership	.49	\$3,200	SIII 2015
N	Brown, La Vera	MS	Adjunct	C & SP	.49	\$4,500	Fall 2015
N	Brown, Sidney	PhD	Clinic Instr	Ed Leadership	1.0	\$55,000	2015-16
N	Bussey, Lauren	MEd	Visit Asst Prof	C & SP	1.0	\$52,000	2015-16
R	Butcher, Jennifer	PhD	Assoc Prof	Ed Leadership	1.0	\$25,150	SIII 2015

R	Byas, Deidra	MEd	Visit Instr	C & SP	1.0	\$9,667	SII 2015
N	Carlisle, Robert	PhD	Adjunct	Ac Partnership	.49	\$3,000	SII 2015
N	Carlisle, Robert	PhD	Dist Clinic Prof	C & SP	1.0	\$55,000	2015-16
R	Carter, Rick	PhD	Professor	Health & Kine	.50	\$6,280	SI 2015
R	Chen, Jau-Jiin	PhD	Assoc Prof	Fam & Con Sci	.50	\$5,650	SII 2015
R	Chilek, Daniel	PhD	Assist Prof	Health & Kine	1.0	\$11,052	SII 2015
R	Choate, Pamela	MA	Adjunct	Teacher Ed	.40	\$7,200	Fall 2015
N	Colson, Jo	EdD	Adjunct	Ed Leadership	.20	\$4,000	SI 2015
R	Colunga, Tonya	MEd	Clinic Instr	Ed Leadership	.50	\$4,584	SII 2015
R	Cortez-Rucker, Vance	EdD	Assoc Prof	Ed Leadership	.50	\$6,177	SI 2015
R	Cortez-Rucker, Vance	EdD	Assoc Prof	Ed Leadership	.50	\$6,177	SII 2015
R	Creel, Jimmy	EdD	Assist Prof	Ed Leadership	.50	\$4,244	SII 2015
R	Cummings, Cynthia	EdD	Assist Prof	Ed Leadership	1.0	\$11,642	SII 2015
R	Dahm, Molly	PhD	Assoc Prof	Fam & Con Sci	1.0	\$11,667	SII 2015
R	Davis, Randy	PhD	Assist Prof	C & SP	1.0	\$10,129	SII 2015
R	Delahoussaye, Katy	JD	Clinic Instr	Ed Leadership	1.0	\$18,336	SIII 2015
N	Dickerson, Nicole	MS	Adjunct	Fam & Con Sci	.20	\$2,825	Fall 2015
R	Duncan, Betty	EdD	Adjunct	Teacher Ed	.20	\$3,600	Fall 2015
R	Eikenberg, Babette	EdD	Assoc Prof	Ed Leadership	1.0	\$25,133	SIII 2015
R	Fikac, Natalie	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2015
R	Flamez, Brande	PhD	Dist Clinic Prof	Ac Partnership	1.0	\$9,168	SII 2015
N	Fondrick, Katie	MS	Adjunct	Fam & Con Sci	.20	\$2,825	Fall 2015
N	Fong, Donna	EdD	Clinic Instr	Ed Leadership	.50	\$4,584	SII 2015
R	Frels, Rebecca	PhD	Assist Prof	C & SP	1.0	\$10,884	SII 2015
N	Frick, John	EdD	Clinic Instr	Ed Leadership	1.0	\$55,000	2015-16
R	Goldbeck, Tanya	EdD	Assist Prof	Teacher Ed	1.0	\$9,613	SII 2015
R	Greenidge, Wendy	PhD	Assist Prof	C & SP	1.0	\$11,167	SII 2015
R	Hamby, Nancy	MEd	Adjunct	Teacher Ed	.20	\$3,600	Fall 2015
R	Hamza, Mohammad	PhD	Professor	C & SP	.50	\$6,091	SII 2015
N	Harapnuik, Dwayne	PhD	Visit Prof	Ed Leadership	1.0	\$55,000	2015-16
R	Harris, Patricia	EdD	Clinic Instr	C & SP	1.0	\$9,429	SII 2015
R	Harris, Sandra	PhD	Professor	Ed Leadership	1.0	\$33,566	SIII 2015
R	Henry, Lula	EdD	Assoc Prof	Teacher Ed	.50	\$6,844	SII 2015
R	Hepburn, Lori	EdD	Adjunct	Ed Leadership	.40	\$8,000	Fall 2015
N	Holland, Deidre	PhD	Assist Prof	Health & Kine	1.0	\$60,000	2015-16
R	House, Sally	MEd	Adjunct	Teacher Ed	.20	\$3,600	Fall 2105
R	Jones, Kathryn	EdD	Clinic Instr	Ed Leadership	1.0	\$18,336	SIII 2015
R	Jordan, Shannon	MS	Visit Instr	Health & Kine	1.0	\$8,333	SII 2015
R	Joshi, Praphul	PhD	Assoc Prof	Health & Kine	.50	\$5,667	SII 2015
R	Keith, Marc	EdD	Field Sup	Ed Leadership	.49	\$3,200	Fall 2015
R	Kilgo, Jay	EdD	Adjunct	Ed Leadership	.20	\$4,000	Fall 2015
R	Killough, Jill	PhD	Assist Prof	Fam & Con Sci	.50	\$4,949	SII 2015
R	Krohn, Beverly	MEd	Adjunct	Teacher Ed	.20	\$3,600	Fall 2015
R	Long, Natalie	MS	Adjunct	Fam & Con Sci	.20	\$4,238	Fall 2015
R	Lopez, Belinda	PhD	Assist Prof	C & SP	1.0	\$9,980	SII 2015
R	Martin, Gary	EdD	Professor	Ed Leadership	.50	\$7,556	SII 2015
R	Mason, Diane	PhD	Assoc Prof	Ed Leadership	1.0	\$25,145	SIII 2015
R	McCauley, Janeal	MS	Adjunct	Fam & Con Sci	.40	\$2,737	SII 2015
N	McGee, Monalisa	PhD	Adjunct	Ac Partnership	.49	\$3,000	Fall 2015
R	Mohr, John	PhD	Assist Prof	C & SP	1.0	\$9,743	SII 2015
R	Moore, Mary	EdD	Adjunct	Teacher Ed	.40	\$5,650	Fall 2015
N	Moore, Ruth	PhD	Dist Clinic Prof	C & SP	1.0	\$55,000	2015-16
R	Morales, Maria	MA	Adjunct	Health & Kine	.20	\$2,825	Fall 2015
R	Moye-Lavergne, Gatsy	MEd	Adjunct	Teacher Ed	.20	\$3,600	Fall 2015
R	Msengi, Clementine	EdD	Visit Asst Prof	Ed Leadership	1.0	\$20,514	SIII 2015
R	Mullican, Jeanne	MS	Adjunct	Health & Kine	.50	\$6,668	SII 2015
N	Mylroie, Robika	PhD	Dist Clinic Prof	C & SP	1.0	\$55,000	2015-16
R	Nelson, Cheryl	EdD	Clinic Instr	C & SP	1.0	\$8,901	SII 2015
R	Nguyen, Anna	EdD	Assist Prof	C & SP	1.0	\$10,333	SII 2015
R	Nicks, Robert	EdD	Assoc Prof	Ed Leadership	.50	\$6,667	SII 2015
R	O'Connor, Johnny	PhD	Assist Prof	Ed Leadership	1.0	\$23,333	SIII 2015
R	Ordway, Ann	JD	Dist Clinic Prof	C & SP	1.0	\$9,167	SII 2015
R	Pekar, Marian	MEd	Adjunct	Teacher Ed	.20	\$3,600	Fall 2015
R	Perez, Robin	EdD	Field Sup	Ed Leadership	.49	\$1,600	SII 2015
R	Puente, Christina	EdD	Clinic Instr	Ed Leadership	.50	\$4,584	SII 2015
R	Saltsman, George	EdD	Assist Prof	Ed Leadership	1.0	\$8,333	SI 2015
R	Shelton, Kaye	PhD	Assoc Prof	Ed Leadership	1.0	\$28,058	SIII 2015
R	Sheperis, Donna	PhD	Assoc Prof	C & SP	1.0	\$12,167	SII 2015
R	Sherman, Julie	PhD	PT Field Sup	C & SP	.49	\$6,000	SIII 2015

R	Shows, Amy	PhD	Professor	Fam & Con Sci	.50	\$7,004	SII 2015
R	Snook, Joy	PhD	Assist Prof	C & SP	1.0	\$9,500	SII 2015
R	Sprott, Katherine	PhD	Assist Prof	Ed Leadership	.50	\$5,417	SI 2015
R	Sprott, Katherine	PhD	Assist Prof	Ed Leadership	.50	\$5,417	SII 2015
N	Thibodeaux, Tilisa	EdD	Assist Prof	Ed Leadership	.50	\$5,417	SII 2015
R	Thompson, Bob	PhD	Professor	Ed Leadership	.50	\$5,461	SII 2015
R	Titus, Freddie	EdD	Assist Prof	Teacher Ed	.50	\$5,260	SI 2015
R	Titus, Freddie	EdD	Assist Prof	Teacher Ed	.50	\$5,260	SII 2015
N	Tresslar, Christopher	PhD	Clinic Instr	Ed Leadership	.50	\$4,584	SI 2015
R	Tresslar, Christopher	PhD	Clinic Instr	Ed Leadership	.50	\$4,584	SII 2015
R	Troxclair, Debra	PhD	Assist Prof	Teacher Ed	.50	\$4,813	SII 2015
N	Urban, Clarissa	MS	Adjunct	Fam & Con Sci	.40	\$2,737	SII 2015
R	Villate, Vanessa	PhD	Assist Prof	Teacher Ed	.50	\$4,811	SI 2015
N	Vivrett, Mary	MS	Adjunct	Fam & Con Sci	.20	\$2,825	Fall 2015
R	Wallace, David	PhD	Assist Prof	Ed Leadership	.50	\$5,833	SII 2015
R	Whitaker, Rachel	MEd	Visit Assist Prof	C & SP	1.0	\$9,070	SII 2015
R	White, Porchane	PhD	Clinical Instr	Ed Leadership	.50	\$4,583	SII 2015
R	Wines, Lisa	PhD	Assist Prof	C & SP	1.0	\$10,833	SII 2015
R	Wright, Howell	EdD	Field Sup	Ed Leadership	.49	\$3,200	SIII 2015
R	Yonker, Joshua	MS	Adjunct	Health & Kine	.20	\$2,825	Fall 2015
R	Yoo, Julia	PhD	Assist Prof	Teacher Ed	.50	\$5,002	SI 2015
R	Young, James	PhD	Assist Prof	Ed Leadership	1.0	\$22,969	SIII 2015

COLLEGE OF ENGINEERING

R	Aung, Kendrick	PhD	Professor	Mech Engr	1.0	\$14,731	SII 2015
R	Chu, Hsing-wei	PhD	Chair/Prof	Mech Engr	.50	\$11,369	SI 2015
R	Chu, Hsing-wei	PhD	Chair/Prof	Mech Engr	.50	\$11,369	SII 2015
R	Curry, James	PhD	Assoc Prof	Indus Engr	.50	\$6,918	SII 2015
R	Fan, Xuejun	PhD	Professor	Mech Engr	.50	\$7,768	SII 2015
R	Gossage, John	PhD	Assoc Prof	Chem Engr	1.0	\$15,028	SII 2015
R	Lin, Che-Jen	PhD	Professor	Civil Engr	.50	\$9,156	SII 2015
R	Lin, Sidney	PhD	Assoc Prof	Chem Engr	1.0	\$15,414	SII 2015
R	Liu, Xinyu	PhD	Assoc Prof	Indus Engr	.50	\$6,913	SIII 2015
R	Majdalani, Joseph	PhD	Adjunct	Civil Engr	.40	\$3,873	SII 2015
R	Marquez, Alberto	PhD	Assoc Prof	Indus Engr	1.0	\$13,624	SII 2015
R	Papillion, Richshalla	DE	Adjunct Instr	Indus Engr	.20	\$4,000	Fall 2015
R	Qian, Qin	PhD	Assoc Prof	Civil Engr	1.0	\$13,458	SII 2015
R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	.53	\$5,479	SI 2015
R	Sayil, Selahattin	PhD	Assoc Prof	Elect Engr	1.0	\$15,385	SII 2015
R	Srinivasan, Malur	PhD	Professor	Mech Engr	.50	\$8,389	SI 2015
N	Su, Dan	PhD	Visit Assist Prof	Civil Engr	1.0	\$65,000	2015-16
R	Tcheslavski, Gleb	PhD	Assoc Prof	Elect Engr	.50	\$7,062	SI 2015
R	Tokgoz, Berna	PhD	Assist Prof	Indus Engr	1.0	\$13,001	SII 2015
R	Underdown, Damon	PhD	Adjunct	Indus Engr	.20	\$9,000	Fall 2015
R	Wang, Ruhai	PhD	Professor	Elect Engr	1.0	\$16,541	SII 2015
R	Wei, Tao	PhD	Assist Prof	Chem Engr	1.0	\$12,468	SII 2015
R	Xu, Qiang	PhD	Assoc Prof	Chem Engr	1.0	\$14,361	SII 2015
R	Yentzen, Gary	MS	Instructor	Indus Engr	.50	\$5,277	SII 2015
R	Zhou, Jiang	PhD	Professor	Mech Engr	1.0	\$13,878	SII 2015
R	Zhu, Weihang	PhD	Assoc Prof	Indus Engr	.50	\$6,925	SIII 2015

COLLEGE OF FINE ARTS & COMMUNICATION

R	Balentine, Byron	MS	Adjunct	Communication	.20	\$2,825	Fall 2015
N	Barone, Michelle	MA	Adjunct	Deaf Stud/Deaf Ed	.75	\$8,475	Fall 2015
R	Benson, Jack	MA	Adjunct	Music	.93	\$12,232	Fall 2015
R	Blankenship, Brixey	BS	Adjunct	Theatre/Dance	.27	\$6,000	Fall 2015
R	Blanton, Linnis	BS	Adjunct	Art	.28	\$2,825	Fall 2015
R	Bronson, DeLanea	MS	Instructor	Spch/Hearing	1.0	\$8,667	SII 2015
R	Byers, Beth	MS	Adjunct	Spch/Hearing	.50	\$8,000	Fall 2015
R	Capps, Aaron	MS	Adjunct	Deaf Stud/Deaf Ed	.25	\$2,825	Fall 2015
R	Chiasson, Cain	MA	Adjunct	Deaf Stud/Deaf Ed	.50	\$5,650	Fall 2015
R	Cobb, Joshua	MA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Coughlan, Andrew	MA	Adjunct	Communication	.40	\$5,650	Fall 2015

R	Dionne, Vickie	PhD	Assoc Prof	Spch/Hearing	1.0	\$10,869	SII 2015
R	Dockens, Ashley	BS	Instructor	Spch/Hearing	.50	\$4,958	SII 2015
N	Dueppen, Abigail	MA	Adjunct	Music	.33	\$4,852	Fall 2015
R	Feldhausen, Scott	DMA	Adjunct	Music	.33	\$3,759	Fall 2015
N	Flagge, Ashley	PhD	Adjunct	Spch/Hearing	.20	\$4,000	Fall 2015
R	Gilman, Kurt	PhD	Assoc Prof	Music	.50	\$6,442	SII 2015
N	Gomez, Victor	MA	Adjunct	Music	.31	\$4,929	Fall 2015
N	Grooms, Christopher	MA	Adjunct	Deaf Stud/Deaf Ed	.25	\$2,825	Fall 2015
R	Haines, Yvonne	MA	Adjunct	Music	.26	\$4,138	Fall 2015
R	Hale, Nancy	MEd	Adjunct	Music	.40	\$5,650	Fall 2015
N	Hauser, Eric	MA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Hawa, Jeremy	MA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Howard, Connie	PhD	Assist Prof	Spch/Hearing	.50	\$5,228	SII 2015
R	Hunt, Kristyn	MMC	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Isadore, Jennifer	MA	Adjunct	Music	30.50	\$4,937	Fall 2015
R	Jacobs, William	MFA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Kerr, Gregory	BA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Lee, ChongMin	PhD	Assist Prof	Deaf Stud/Deaf Ed	.50	\$4,417	SII 2015
R	Matthis, Rose	MFA	Adjunct	Art	.56	\$5,650	Fall 2015
N	Meek, David R	MA	Adjunct	Deaf Stud/Deaf Ed	.25	\$2,825	Fall 2015
R	Michalski, Nicki	PhD	Assoc Prof	Communication	1.0	\$10,234	SII 2015
R	Mizener, Gary	MS	Adjunct	Music	.33	\$3,759	Fall 2015
R	Musyoka, Millicent	PhD	Assoc Prof	Deaf Stud/Deaf Ed	1.0	\$9,079	SII 2015
R	Nichols, Karen	MA	Adjunct	Communication	.40	\$5,650	Fall 2015
R	Odom, Kathleen	MA	Adjunct	Music	.40	\$5,650	Fall 2015
N	Placette, Adonia	PhD	Adjunct	Communication	.20	\$2,825	Fall 2015
N	Poggio, Natacha	MFA	Assist Prof	Art	1.0	\$54,000	2015-16
R	Radhakrishnan, Nandhu	PhD	Assist Prof	Spch/Hearing	1.0	\$10,978	SII 2015
R	Rawls, James Clinton	MFA	Adjunct	Communication	.20	\$2,825	Fall 2015
R	Reho, Joseph	MA	Adjunct	Communication	.50	\$2,737	SI 2015
R	Roth, Lane	PhD	Adjunct	Communication	.20	\$2,825	Fall 2015
N	Rui, Jian	PhD	Assist Prof	Communication	1.0	\$54,000	2015-16
N	Salimi, Mahmoud	MFA	Assist Prof	Communication	1.0	\$55,000	2015-16
R	Scarduzio, Jennifer	PhD	Adjunct	Communication	.50	\$2,737	SI 2015
R	Smith, Zanthia	EdD	Assoc Prof	Deaf Stud/Deaf Ed	.50	\$6,203	SII 2015
R	Stanley, Ruth	MA	Instructor	Communication	.50	\$2,849	SIII 2015
R	Trahan, Angela	MA	Adjunct	Deaf Stud/Deaf Ed	.75	\$8,475	Fall 2015
N	Virgilio, James	MA	Adjunct	Deaf Stud/Deaf Ed	.50	\$5,650	Fall 2015
R	Whisenhunt-Saar, Karen	MS	Clinic Instr	Spch/Hearing	1.0	\$8,667	SII 2015
N	Winfield, Asha	MA	Adjunct	Communication	.60	\$8,475	Fall 2015
R	Wright, Christopher	MFA	Assoc Prof	Theatre/Dance	.50	\$4,576	SII 2015
R	Yao, Qingjiang	PhD	Assist Prof	Communication	1.0	\$9,038	SIII 2015

LIBRARY

Nothing to Report

CHANGE OF STATUS

Last, First	Department	Change of Status	Period
Adams, Nancy	Ed Leadership	From Interim Chair/Associate Prof to Associate Prof	SII 2015
Condit, Richard	Music	From Visiting Assoc Professor to Associate Professor	2015-16
Corbett, Robert	Biology	From Lab Coordinator to Instr	2015-16
Dockens, Ashley	Spch/Hearing	From Instructor to Assist Prof	2015-16
Gummult, Virginia	Soc/SW/CJ	From Dir of Soc Work Program/ Assist Prof to Assist Professor	2015-16
Henry, Lula	Teacher Ed	From Assoc Professor to Interim Chair/Assoc Professor	2015-16
Holmes, Williams	Ed Leadership	From Assoc Dean/Professor to Interim Chair/Assoc Dean/Prof	2015-16
Kirk, Edythe	Psychology	From Interim Chair/Assoc Prof to Chair/Associate Professor	2015-16
Knight, Tracy	Deaf Stud/Ed	From Adjunct to Visit Assist Prof	2015-16
Mixon, Jason	Ed Leadership	From Chair/Director of Doctoral Program/Assoc Prof to Director	2015-16

Saltsman, George	Ed Leadership	of Doctoral Program/Assoc Prof From Research Assist. Prof to Director of Innovative Education	2015-16
Shows, Amy	Fam & Con Sci	From Prof to Interim Chair/Prof	2015-16
Thompson, Stewart	Fam & Con Sci	From Chair/Assist Prof to Assist Professor	2015-16
Whisenhunt-Saar	Spch/Hearing	From Clinic Instr to Clinic Instr/ Director of Clinical Services	2015-16
Wright, Christopher	Theatre/Dance	From Associate Professor to Interim Chair/Assoc Professor	2015-16
Zhao, Yu	Info Sys & Anal	From Instructor to Assist Prof	2015-16

SALARY STIPEND

Last, First	Department	Amount of Stipend	Period
Abernathy, Lucy	Ac Partnership	Received \$4,000 for course instruction	SI 2015
Abernathy, Lucy	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Adams, Nancy	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Allison, Amanda	Ac Partnership	Received \$3,000 for course instruction	SI 2015
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	SI 2015
Azodi, Sue	Ac Partnership	Received \$1,500 for course instruction	SI 2015
Azodi, Sue	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Baker, Blanche	Math	Received \$1,600 for extra duties involving scheduling and degree plan maintenance	Fall 2015
Bartlett, Daniel	Ac Partnership	Received \$2,000 for course instruction	SI 2015
Bartlett, Karen	Ac Partnership	Received \$500 for course instruction	SI 2015
Borel, Daryl Ann	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Borel, Daryl Ann	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Borel, Daryl Ann	Ac Partnership	Received \$1,500 for course instruction	Fall 2015
Boudreaux, Kyle	Ac Partnership	Received \$2,000 for course instruction	SI 2015
Bronson, Eric	Ac Partnership	Received \$1,500 for course instruction	SI 2015
Byas, Deidra	Ac Partnership	Received \$500 for course instruction	SI 2015
Chang, Chiung-Fang	Ac Partnership	Received \$500 for course instruction	SI 2015
Chisholm, LeAnn	Nursing	Received \$4,500 for Director of Edna Horn Gay Learning Center duties	2015-16
Creel, Jimmy	Ac Partnership	Received \$500 for course instruction	SII 2015
Cummings, Cynthia	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Cummings, Cynthia	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Cummings, Cynthia	Ac Partnership	Received \$3,500 for course instruction	Fall 2015
Das, Kumer	Math	Received \$6,750 for Director of Undergraduate Research duties	2015-16
Davis, Randy	Ac Partnership	Received \$500 for course instruction	SI 2015
Davis, Randy	Ac Partnership	Received \$500 for course	SII 2015

Dawkins, Paul	Math	instruction Received \$1,600 for Director of Math Learning Lab duties	Fall 2015
Delahoussaye, Katy	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Ervin, Mel	Ac Partnership	Received \$500 for course instruction	SI 2015
Fakhravar, Amir	Soc/SW/CJ	Received \$5,000 for Director/Faculty Sponsor for Model UN Program duties	Fall 2015
Flamez, Brande	Ac Partnership	Received \$500 for course instruction	SI 2015
Flamez, Brande	Ac Partnership	Received \$500 for course instruction	SII 2015
Flosi, Alicen	Ac Partnership	Received \$500 for course instruction	SI 2015
Fong, Donna	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Fong, Donna	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Godkin, Roy	Ac Partnership	Received \$500 for course instruction	SI 2015
Greenidge, Wendy-lou	Ac Partnership	Received \$1,000 for course instruction	SI 2015
Hale, Regina	Nursing	Received \$2,250 for Dir of Recruit and Retention duties	2015-16
Hall, Iva	Ac Partnership	Received \$2,000 for course instruction	SI 2015
Hall, Iva	Nursing	Received \$6,750 for Director of Undergraduate Nursing Studies duties	2015-16
Hamza, Mohammad	Ac Partnership	Received \$500 for course instruction	SI 2015
Hamza, Mohammad	Ac Partnership	Received \$500 for course instruction	SII 2015
Harden, Brad	Ac Partnership	Received \$500 for course instruction	SI 2015
Harris, Patricia	Ac Partnership	Received \$500 for course instruction	SI 2015
Harris, Patricia	Ac Partnership	Received \$500 for course instruction	SII 2015
Hsu, Henda	Ac Partnership	Received \$1,500 for course instruction	SI 2015
Jagneaux, Lara	Arts & Sciences	Received \$4,500 for College Advising Center Program Coordinator duties	2015-16
Kenyon, George	Ac Partnership	Received \$500 for course instruction	SI 2015
Knight, Stacey	Nursing	Received \$2,250 for Coordinator of Articulation Tracks duties	2015-16
Lanier, Boyd	Political Sci	Received \$1,800 for Undergraduate and Graduate Advisor duties	Fall 2015
Lin, Cheng-Hsien	Ac Partnership	Received \$1,500 for course instruction	SI 2015
Liu, Jiangjiang	Computer Sci	Received \$7,761 for work on NSF Career Grant	August 2015
Lumpkin, Richard	Physics	Received \$4,500 for Interim Chair Stipend	2014-15
Lumpkin, Richard	Physics	Received \$4,500 for Interim Chair Stipend	2015-16
Manchaiah, Vinaya	Spch/Hearing	Received \$1,350 for Program Director of Audiology duties	2015-16
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	Fall 2015

Mayper, Theresa	Ac Partnership	instruction Received \$500 for course	SI 2015
McAfee, Nancye	Ac Partnership	instruction Received \$250 for course	SI 2015
McCollough, John	Ac Partnership	instruction Received \$500 for course	SI 2015
Mohr, John	Ac Partnership	instruction Received \$1,000 for course	SI 2015
Nelson, Cheryl	Ac Partnership	instruction Received \$500 for course	SII 2015
Nguyen, Anna	Ac Partnership	instruction Received \$1,000 for course	SI 2015
Nguyen, Anna	Ac Partnership	instruction Received \$500 for course	SII 2015
Nicks, Robert	Ac Partnership	instruction Received \$500 for course	SI 2015
Nicks, Robert	Ac Partnership	instruction Received \$500 for course	SII 2015
Ordway, Ann	Ac Partnership	instruction Received \$1,000 for course	SI 2015
Ordway, Ann	Ac Partnership	instruction Received \$1,000 for course	SII 2015
Perera-Diltz, Dilani	Ac Partnership	instruction Received \$500 for course	SI 2015
Poston, Ken	Ac Partnership	instruction Received \$3,000 for course	SI 2015
Puente, Christina	Ac Partnership	instruction Received \$3,500 for course	SI 2015
Roden, Timothy	Computer Sci	Received \$15,640 for leading ABET Accreditation Process	2015-16
Rose, David	Ac Partnership	instruction Received \$500 for course	SI 2015
Scheer, Mary	History	Received \$6,290 for Liaison for Gladys City duties	SII 2015
Seymour, Rebekah	Ac Partnership	instruction Received \$500 for course	SI 2015
Shannon, Eric	Music	Received \$6,500 for Marching Band Season preparation	August 2015
Sheperis, Donna	Ac Partnership	instruction Received \$500 for course	SI 2015
Sheperis, Donna	Ac Partnership	instruction Received \$1,000 for course	SII 2015
Shows, Amy	Ac Partnership	instruction Received \$500 for course	SI 2015
Simmons, Elizabeth	Info Sys & Anal	Received \$7,900 for Course Instruction	Fall 2015
Snook, Joy-Del	Ac Partnership	instruction Received \$500 for course	SII 2015
Sprott, Katherine	Ac Partnership	instruction Received \$3,500 for course	SI 2015
Sprott, Katherine	Ac Partnership	instruction Received \$3,500 for course	SII 2015
Stanley, O'Brien	Ac Partnership	instruction Received \$500 for course	SI 2015
Stewart, Arthur	Center for Philosophical Studies	Received \$3,420 for Director of Center for Philosophical Studies duties	Fall 2015
Stinson, Cynthia	Ac Partnership	instruction Received \$500 for course	SI 2015
Stinson, Cynthia	Nursing	Received \$4,500 for Director of Academic Excellence duties	2015-16
Swerdlow, Marleen	Acct & Bus Law	Received \$10,679 for Director of General Business Program duties	Summer 2015
Thibodeaux, Tilisa	Ac Partnership	instruction Received \$1,500 for course	SII 2015
Titus, Freddie	Ac Partnership	instruction Received \$1,500 for course	SI 2015

Tomplait, Deborah	Soc/SW/CJ	Received \$1,350 for Practicum travel and expenses	2015-16
Tresslar, Chris	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Tritsch, Jon	Library	Received \$4,800 for Interim Coordinator of Cataloging duties	2015-16
Vanderleeuw, James	Political Sci	Received \$2,250 for Jack Brooks Endowed Chair of Public Service duties	Fall 2015
Villate, Vanessa	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Walker, Mary	Ac Partnership	Received \$750 for course instruction	SI 2015
Wallace, David	Ac Partnership	Received \$3,500 for course instruction	SI 2015
Wallace, David	Ac Partnership	Received \$3,500 for course instruction	SII 2015
Wallace, David	Ac Partnership	Received \$3,500 for course instruction	Fall 2015
Wheeler, Melissa	Ac Partnership	Received \$500 for course instruction	SI 2015
Whitaker, Rachael	Ac Partnership	Received \$1,000 for course instruction	SI 2015
Wines, Lisa	Ac Partnership	Received \$500 for course instruction	SI 2015
Wines, Lisa	Ac Partnership	Received \$1,000 for course instruction	SII 2015
Worley, Robert	Ac Partnership	Received \$1,000 for course instruction	SI 2015
Worley, Vidisha	Ac Partnership	Received \$3,000 for course instruction	SI 2015
Xu, Qiang	Chem Engr	Received \$10,000 for Dist Faculty Fellowship	2015-16
Yoo, Julia	Ac Partnership	Received \$500 for course instruction	SI 2015

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

CHANGE OF DUTIES

1. Alford, Julie; Academic Advisor, General Studies given stipend for additional duties of Interim Director, General Studies until position is filled, at a 2-month rate of \$2,400, effective September 1, 2015.

RECLASSIFICATION

Nothing to report.

RESIGNATION

Nothing to report.

RETIREMENT

1. Morris, Frances; Director of Advising, General Studies, effective September 30, 2015.

SEPARATION

Nothing to report.

PROMOTION

1. Latino, Jessica; from Specialist to Assistant Director of Student Financial Assistance, at a 12-month rate of \$40,000, effective September 7, 2015.

ADDITION

1. Finkle, Melinda; Associate Director of Undergraduate Advising Center, at a 12-month rate of \$50,000, effective August 3, 2015.
2. Hoover, Rachel; Director of Student Advising and Retention Services, at a 12-month rate of \$65,000, effective September 15, 2015.
3. Malick, Stephan; Assistant Director of University Press, at a 12-month rate of \$38,000, effective September 14, 2015.

CHANGE OF STATUS

1. Tabor, Erin; Director of Student Support Services transferred to Associate Director of Disability Resource Center, at a 12-month rate of \$44,062.37, effective September 1, 2015.

LEAVE OF ABSENCE

None to report.

Sam Houston State University

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. Cramer, Robert, Assistant Professor, Psychology and Philosophy, effective August 31, 2015.
2. Dixit, Manish, Assistant Professor, Agricultural Sciences and Engineering Technology, effective August 31, 2015.
3. George, Catherine, Assistant Professor, Language, Literacy and Special Populations, effective August 31, 2015.
4. Jones, Glenda, Associate Professor, Newton Gresham Library, effective July 28, 2015.
5. Nobles, Matthew, Associate Professor, Criminal Justice and Criminology, effective August 31, 2015.
6. Piper, Brian, Assistant Professor, Economics and International Business, effective July 20, 2015.
7. Pyrooz, David, Assistant Professor, Criminal Justice and Criminology, effective August 31, 2015.
8. Strader, Susannah, Associate Professor, Art, effective August 31, 2015.
9. Williamson, Felicia, Assistant Professor, Newton Gresham Library, effective September 15, 2015.
10. Williamson, James, Assistant Professor, Newton Gresham Library, effective September 15, 2015.

RETIREMENT

1. Loeffler, Paul, Professor, Chemistry, effective August 31, 2015.

NON-REAPPOINTMENT

1. Franklin, James, Assistant Professor, Music, effective August 31, 2015.

EARLY RETIREMENT

1. O'Brien, Joseph, Associate Professor, Mathematics and Statistics, effective July 15, 2015.

LEAVES OF ABSENCE WITHOUT PAY

1. DeShaw, James, Professor, Biological Sciences, effective for the 2015-2016 academic year.
2. Domitrovic, Brian, Associate Professor and Chair, History, effective for the 2015-2016 academic year.
3. Kan, Lisa, Assistant Professor, Psychology and Philosophy, effective for the 2015-2016 academic year.
4. Menard, Scott, Professor, Criminal Justice and Criminology, effective for the Fall 2015 semester.

TENURE

1. Harris, Anthony, Professor, Educational Leadership, effective September 1, 2015.
2. Ocker, Liette, Associate Professor, Kinesiology, effective September 1, 2015.
3. Reichelt, Susan, Associate Professor, Family and Consumer Sciences, effective September 1, 2015.

CHANGES IN STATUS

1. Bell, Kimberly, from Professor, English and Acting Dean, Honors College; to Professor, English and Dean, Honors College, effective September 1, 2015.
2. Bilsing, Tracy, from Associate Professor, English; to Associate Professor, English and Assistant Dean, Honors College, effective September 1, 2015.
3. Edgington, William, from Professor, Curriculum and Instruction; to Professor and Acting Chair, Curriculum and Instruction, effective September 1, 2015.
4. Greybeck, Barbara, from Professor and Acting Chair, Language, Literacy and Special Populations; to Professor and Chair, Language, Literacy and Special Populations, effective September 1, 2015.
5. Harris, Anthony, from Professor, Educational Leadership; to Professor and Chair, Educational Leadership,

- effective August 1, 2015.
6. Lewis, Patrick, from Associate Professor, Biological Sciences; to Associate Professor, Biological Sciences and Associate Dean, Honors College, effective September 1, 2015.
 7. Mayes, David, from Associate Professor, History; to Associate Professor and Acting Chair, History, effective September 1, 2015.
 8. Ocker, Liette, from Associate Professor, Kinesiology; to Associate Professor and Chair, Kinesiology, effective August 1, 2015.
 9. Tayebi, Kandi, from Dean, Graduate Studies and Associate Vice President of Academic Affairs; to Professor, English, effective September 1, 2015.
 10. Young, Eugene, from Professor, English and Dean, Honors College; to Professor, English, effective August 31, 2015.
 11. Zapalac, Ryan, from Associate Professor and Acting Chair, Kinesiology; to Associate Professor, Kinesiology, effective August 31, 2015.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION							
R	Allen, Paul	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.75	22,491	FY2016
R	Baker, Jerrine	M.B.A.	Lect.-Pool	Mngt. & Marketing	0.50	14,004	FY 2016
R	Durham, William	J.D.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	4,273	F 2015
R	Grant, Marsie	M.A.T.	Lect.-Pool	Eco. & Intl. Bus.	0.50	14,634	FY 2016
R	Haberman, James	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,215	F 2015
R	Jones, Jr., Robert	Ph.D.	Lect.-Pool	Mngt. & Marketing	0.50	14,400	FY 2016
N	Li, Kathleen	M.S.	Lect.-Pool	Eco. & Intl. Bus.	0.50	22,005	FY 2016
R	McFarland, Joanie	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,308	F 2015
N	Montgomery, Richard	M.B.A.	Lect.-Pool	Eco. & Intl. Bus.	0.25	4,005	F 2015
R	Sanders, Raymond	M.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,308	F 2015
N	Sherrill, Karen	Ph.D.	Asst.Prof.	Gen. Bus. & Fnce.	1.00	105,012	FY 2016
N	Smith, Ashly	Ph.D.	Asst.Prof.	Gen. Bus. & Fnce.	1.00	62,010	FY 2016
N	Williams, Frank	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,202	F 2015
COLLEGE OF CRIMINAL JUSTICE							
R	Barber, David	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Betts, Catherine	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Bowen, Lisa	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	F 2015
R	Brown, Jr., Melvin	Ph.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Bull, Mark	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Buzzini, Patrick	Ph.D.	AssocProf	Forensic Science	1.00	77,616	FY 2016
N	Carey, Pamela	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
N	Christensen, Laurie	M.S.	Lect.-Pool	Security Studies	0.25	3,006	F 2015
R	Cox, Brian	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	del Carmen, Rolando	J.S.D.	Lect.-Pool	Criminal Justice	0.25	10,008	F 2015
R	Denham, Mark	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
N	Dozier, D.C. Jim	Ph.D.	Clin. Prof.	Security Studies	1.00	82,350	FY 2016
R	Ferguson, Michael	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Garcia, Mitchell	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Gollmitzer, William	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Houston, David	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	F 2015
N	Hughes-Stamm, S.	Ph.D.	Asst.Prof	Forensic Science	1.00	76,500	FY 2016
R	Humphrey, Billy	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Hurst, Lane	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
N	Johnson, Judy	Ph.D.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	King, Darla	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015

R	Krumpholz, Lindsey	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	F 2015
R	Kukua, Diana	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
N	Liu, Xun	Ph.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Livingston, Jr., Rector	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Lovestock, Ian	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Lunsford, Kevin	B.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Mabry, James	M.A.	Lect.-Pool	Criminal Justice	0.75	9,018	F 2015
R	Noyes, Michael	Ph.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
N	Owens, Rissie	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Porto, Joseph	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Price, Rebecca	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	F 2015
N	Randa, Ryan	Ph.D.	Asst.Prof	Criminal Justice	1.00	71,190	FY 2016
R	Ross, Terry	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Ryan, Melissa	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Sanchez, Andrea	M.S.W	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Schiro, Bennie	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
R	Stovall, Jr., Jerry	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	F 2015
R	Stroud, Stephanie	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
N	Veasey, III, Sparks	J.D.	Clin. Prof.	Criminal Justice	1.00	86,130	FY 2016
R	Warren, Thomas	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015
N	Welch, Kristin	Ph.D.	Lect.-Pool	Criminal Justice	1.00	12,024	F 2015
R	Wilson, Brent	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	F 2015

COLLEGE OF EDUCATION

R	Aguilar-Crandall, M.	Ph.D.	Lect.-Pool	Library Science	0.25	2,462	F 2015
R	Ainsworth, Tina	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
R	Akay, Sinem	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
R	Allen, Elizabeth	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	F 2015
R	Allen, Robert	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	F 2015
N	Alves, Dan	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	Anderson, Glynda	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,188	F 2015
N	Anderson, Monika	EED	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	Anderson, Teresa	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Bajza, Susan	Ph.D.	Lect.-Pool	Counseling	0.50	4,923	F 2015
R	Barrett, Judy	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,188	F 2015
R	Bethel, Jana	Ed.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Bordelon, Rachel	Ph.D.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
R	Boyster, Dennis	M.A.	Lect.-Pool	Curr. & Instr.	0.25	2,188	F 2015
R	Brady, Carole	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
R	Burt, Elizabeth	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	F 2015
R	Cain, Jaime	M.Ed.	Lect.-Pool	Curr. & Instr.	0.75	7,385	F 2015
N	Calderhead, William	Ph.D.	Asst.Prof	Lang,Lit,& Sp.Pop	1.00	60,012	FY 2016

R	Calfee, Lynette	M.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	F 2015
N	Carrillo, Gabriel	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	Clark, Cindy	M.S.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.33	2,888	F 2015
R	Collier, Crystal	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
R	Cullen, Mary	Ph.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	F 2015
R	Dalton, Kathleen	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	6,003	F 2015
N	Dauzat, Jodine	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	DeFrance, Emily	Ph.D.	Lect.-Pool	Counseling	0.50	4,923	F 2015
R	Dial, Sonya	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	Earls, Elaine	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
N	Eaton, Paul	Ph.D.	Asst.Prof	Ed. Leadership	1.00	55,008	FY 2016
N	Ellis, Dustin	M.A.	Lect.-Pool	Counseling	0.50	4,923	F 2015
R	Farrar, Helen	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Fishburn, Catherine	M.Ed.	Lect.-Pool	Curr. & Instr.	0.08	700	F 2015
N	Follis, Marianne	Ph.D.	Lect.-Pool	Library Science	0.25	2,462	F 2015
R	Goodwin, Truman	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,188	F 2015
R	Gordon, Teandra	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
R	Gross, Elizabeth	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	F 2015
R	Hail, Darol	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	5,603	F 2015
R	Hammons, Christina	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
N	Harris, Anthony	Ed.D.	Professor	Ed. Leadership	1.00	89,514	FY 2016
R	Hastings, Robert	M.A.	Lect.-Pool	Curr. & Instr.	0.37	3,238	F 2015
R	Hemmen, Janene	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	F 2015
R	Hersperger, Susan	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	F 2015
R	Hood, Gary	Ph.D.	Lect.-Pool	Counseling	0.50	5,603	F 2015
R	Horton, Robert	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	F 2015
R	Hudson, Janice	M.Ed.	Lect.-Pool	Curr. & Instr.	0.29	2,538	F 2015
R	Ingram, Jacqueline	Ed.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	1.00	20,007	F 2015
R	Jett, Walter	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	F 2015
R	Jones, Joan	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	F 2015
R	Joyner, Sheila	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	F 2015
R	Kamman, Eldred	M.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	F 2015
N	Khan, Myriam	Ph.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	F 2015
R	Kossie, Calvin	M.S.	Lect.-Pool	Curr. & Instr.	0.08	700	F 2015
N	Lane, Forrest	Ph.D.	Asst.Prof	Ed. Leadership	1.00	57,006	FY 2016
R	Lebo, Merri	M.S.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	F 2015
N	Lee, Da-Bae	Ph.D.	Asst.Prof	Curr. & Instr.	1.00	55,008	FY 2016
R	Lester, James	M.S.	Lect.-Pool	Curr. & Instr.	0.29	2,538	F 2015
R	Lobo-Guerrero, Clara	M.A.	Lect.-Pool	Lang,Lit,& Sp.Pop	1.00	20,007	F 2015
N	McGough, Kimberly	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
N	McGowan, Tyrone	Ph.D.	Asst.Prof	Lang,Lit,& Sp.Pop	1.00	55,008	FY 2016
R	McIntush, Karen	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
N	McKinney, Margaret	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
N	McLean, Lauren	M.A.	Lect.-Pool	Counseling	0.25	2,462	F 2015

R	Moore, Donna	M.Ed.	Lect.-Pool	Curr. & Instr.	0.41	3,588	F 2015
R	Moore, J. Carolyn	M.Ed.	Lect.-Pool	Curr. & Instr.	0.95	9,354	F 2015
N	Moore, Robin	Ed.D.	Asst.Prof	Library Science	1.00	60,012	FY 2016
R	Nardone, Albert	Ph.D.	Lect.-Pool	Curr. & Instr.	0.25	2,188	F 2015
R	Nowlin, William	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	F 2015
R	Okoro, Ramonda	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.42	4,135	F 2015
R	Perzan-Wooderson, M	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,801	F 2015
R	Peterson, Rachel	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.17	1,674	F 2015
N	Reed, Jolene	Ph.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.75	7,385	F 2015
R	Richardson, Rhonda	Ph.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.34	3,348	F 2015
R	RodriguezAlmendarez,R	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
N	Roeder, Donna	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
R	Sheneman, Laura	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	F 2015
R	Simmons, Midge	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Simon, Tiffany	Ph.D.	Lect.-Pool	Counseling	0.25	2,462	F 2015
R	Singer, Erin	M.S.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
R	Skeen, Christel	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.34	3,348	F 2015
R	Smedley, Linda	M.S.	Lect.-Pool	Curr. & Instr.	0.16	1,400	F 2015
R	Solomon, Jan	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Swicegood, Sarah	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	20,007	F 2015
R	Taliaferro, Lynda	M.L.S.	Lect.-Pool	Curr. & Instr.	0.33	2,888	F 2015
R	Tandon, Madhulika	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	1.00	9,846	F 2015
N	Thompson, Jamie	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	F 2015
N	Timm, Naomi	M.A.	Lect.-Pool	Counseling	0.50	4,923	F 2015
R	Trevino, Angelica	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,462	F 2015
R	Vijil, Veronica	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	F 2015
R	Watts, Cheryl	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	F 2015
R	Webb, Michael	Ph.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.25	2,801	F 2015
R	Weems, Mark	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	F 2015
R	Whitley, Megan	Ed.D.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
R	Wienecke, Keith	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	F 2015
R	Williams, Martha	M.Ed.	Lect.-Pool	Curr. & Instr.	0.29	2,538	F 2015
R	Wilson, Lillie	M.Ed.	Lect.-Pool	Curr. & Instr.	0.41	3,588	F 2015
R	Wilson, Tara	M.Ed.	Lect.-Pool	Lang,Lit,& Sp.Pop	0.50	4,923	F 2015
N	Wright, Nilah	Ph.D.	Lect.-Pool	Curr. & Instr.	0.29	2,538	F 2015
R	Yarbrough, Patricia	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	F 2015

COLLEGE OF FINE ARTS AND MASS
COMMUNICATION

R	Barth, John	B.M.	Lect.-Pool	Theatre	0.25	6,003	FY 2016
R	Carlin, Alicia	M.F.A.	Lect.-Pool	Dance	0.50	6,003	F 2015
R	Cascio, Christopher	M.F.A.	Lect.-Pool	Art	1.00	12,006	F 2015

R	Cho, James	D.M.A.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Clay, Lauren	M.F.A.	Lect.-Pool	Art	0.50	6,003	F 2015
N	Couvillion, Ronald	B.F.A.	Cln.Ast.Pr	Mass Comm.	1.00	45,000	FY 2016
R	Crabtree, John	D.M.A.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Crouch, Kevin	M.F.A.	Lect.-Pool	Theatre	1.00	44,010	FY 2016
N	Dachinger, Carolyn	M.M.	Asst.Prof	Music	1.00	52,002	FY 2016
R	Daniel, Robert	M.M.	Lect.Spec	Music	0.70	16,808	FY 2016
R	Davis, Colin	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Dunham, Deborah	M.F.A.	Lect.Spec	Music	0.25	6,003	FY 2016
R	Eaton, Denise	M.M.	Lect.-Pool	Music	0.49	5,883	F 2015
R	Englert, David	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Eschenfelder, Cheryl	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	F 2015
N	Gautsche, Elizabeth	M.M.	Lect.-Pool	Music	1.00	12,006	F 2015
R	Givens, Melissa	D.M.A.	Lect.-Pool	Music	1.00	12,006	F 2015
R	Gjevre, Naomi	D.M.	Lect.Spec	Music	1.00	24,012	FY 2016
N	Glasscock, Melissa	M.F.A.	Asst.Prof	Art	1.00	56,016	FY 2016
R	Griffith, Robin	M.F.A.	Lect.-Pool	Art	0.25	3,002	F 2015
N	Griffiths, Shaun	M.F.A.	Lect.-Pool	Art	1.00	12,006	F 2015
R	Gundersen, John	D.M.A.	Lect.Spec	Theatre	0.50	12,006	FY 2016
R	Harrell, Andrea	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Herrington, Brian	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Hunt, Robert	D.M.A.	Lect.-Pool	Music	0.50	12,006	FY 2016
R	Ikard, David	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Johnson, Jr., John	M.A.	Lect.-Pool	Music	0.50	12,006	FY 2016
R	Krystyniak, Franklin	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	F 2015
R	Lee, Karen	J.D.	Lect.-Pool	Mass Comm.	1.00	12,006	F 2015
N	Logan, Matthew	M.F.A.	Lect.-Pool	Theatre	0.50	6,003	F 2015
R	Marcontell, Russell	M.F.A.	Lect.-Pool	Art	1.00	12,006	F 2015
N	Matranga, David	M.F.A.	Lect.-Pool	Theatre	0.50	6,003	F 2015
R	McAdow, Seth	M.M.	Lect.Spec	Music	1.00	24,012	FY 2016
R	McCroskey, John		Lect.Spec	Music	0.25	6,003	FY 2016
R	McFarlane, Daniel	M.F.A.	Lect.-Pool	Art	1.00	12,006	F 2015
R	Meador, Charlotte	M.A.	Lect.-Pool	Mass Comm.	0.75	9,005	F 2015
N	Millea, Joseph	D.M.A.	Lect.-Pool	Music	1.00	24,012	FY 2016
N	Miller, Zorah	B.A.	Lect.-Pool	Mass Comm.	0.25	5,004	F 2015
R	Mitroi, Tudor	M.F.A.	Lect.-Pool	Art	1.00	24,012	FY 2016
R	Montiel, Alejandro	D.M.A.	Lect.Spec	Music	1.00	24,012	FY 2016
R	Mott, Jammieca	D.M.A.	Lect.-Pool	Music	1.00	12,006	F 2015
R	Nicolay, Betty	M.Ed.	Lect.-Pool	Dance	0.92	11,046	F 2015
N	O'Neal, Ronald	M.B.A.	Vst.Ast.Pr	Mass Comm.	1.00	53,010	FY 2016
R	Osborne, Robert	M.M.	Lect.Spec	Music	1.00	24,012	FY 2016
R	Pepping, Amanda	D.M.A.	Lect.-Pool	Music	1.00	24,012	FY 2016
R	Petrova, Anna	M.M.	Lect.-Pool	Music	0.50	12,006	FY 2016
N	Phillips, Daniel	Ed.D.	Lect.-Pool	Dance	0.25	4,005	F 2015

R	Prince, Andrew	M.M.	Lect.-Pool	Theatre	1.00	24,012	FY 2016
N	Puskarich, Heather	M.F.A.	Lect.-Pool	Art	1.00	24,012	FY 2016
R	Rawlins, Debra	M.M..Ed.	Lect.-Pool	Music	0.50	12,006	FY 2016
R	Reid, Cynthia	M.F.A.	Lect.-Pool	Art	0.25	6,003	FY 2016
R	Sawyers, Donna	M.M.	Lect.Spec	Theatre	1.00	24,012	FY 2016
R	Seaman, Charles	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
N	Seo, Ki	Ph.D.	Asst.Prof	Mass Comm.	1.00	53,010	FY 2016
N	Simorte, Jessica	M.F.A.	Lect.-Pool	Art	1.00	24,012	FY 2016
R	Summers, Season	M.M.	Lect.-Pool	Music	1.00	24,012	FY 2016
N	Sustaita, Jacob	M.M.	Asst.Prof	Music	1.00	52,002	FY 2016
R	Thetford, Brittany	M.F.A.	Lect.-Pool	Dance	0.75	9,005	F 2015
R	Tiebout, James	B.S.	Lect.-Pool	Art	0.25	3,501	F 2015
R	Valk, Alexis	D.A.	Lect.Spec	Music	1.00	24,012	FY 2016
R	Vogel, Pamela	M.F.A.	Lect.Spec	Theatre	1.00	24,012	FY 2016
R	Walsh, Michael	M.M.	Lect.-Pool	Music	1.00	12,006	F 2015
R	Ware, Michael	M.M.	Lect.Spec	Music	1.00	12,006	F 2015
R	Warkentin, Stephen	M.M.	Lect.Spec	Music	1.00	24,012	FY 2016
R	Wells, Edith	M.F.A.	Lect.-Pool	Art	1.00	24,012	FY 2016
R	White, Dawson	M.M.	Lect.Spec	Music	0.70	16,808	FY 2016
N	Wiedenfeld, Grant	Ph.D.	Asst.Prof	Mass Comm.	1.00	57,510	FY 2016
R	Wiggs, Amy	M.M.	Lect.-Pool	Music	0.50	12,006	FY 2016

COLLEGE OF HEALTH SCIENCES

N	Barrett, Rosanna	D.P.H.	Lect.-Pool	Hlth Svcs& Promo	0.25	5,063	F 2015
R	Boaz, Eileen	M.A.	Lect.-Pool	Hlth Svcs& Promo	0.75	7,385	F 2015
N	Brock, Shelby	M.S.	ClnAstPro	Fam. & Con. Sci.	1.00	48,006	FY 2016
R	Chang, Seung	M.A.Ed.	Lect.-Pool	Kinesiology	1.00	13,500	F 2015
R	Chang, Shih-Min	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.75	9,005	F 2015
N	Cobbs, Tonia	M.S.	Lect.-Pool	Nursing	0.25	4,527	F 2015
R	Collier, Charlotte	M.S.	Lect.-Pool	Kinesiology	0.50	5,585	F 2015
N	Cunningham, A.	M.S.	Lect.-Pool	Nursing	0.75	13,500	F 2015
R	Deshotels, Kathryn	M.S.N.	Lect.-Pool	Nursing	0.33	6,683	F 2015
R	Dougherty, Laura	M.S.	Lect.-Pool	Kinesiology	1.00	9,846	F 2015
R	Fenley, Ryan	M.H.M.	Lect.-Pool	Fam. & Con. Sci.	0.50	6,003	F 2015
N	Fulton, Daphne	M.P.H.	Lecturer	Hlth Svcs& Promo	1.00	42,012	FY 2016
N	Garcia, Alejandro	M.P.H.	Lect.-Pool	Hlth Svcs& Promo	0.25	3,375	F 2015
N	Grahovec, Nicholas	M.S.	ClnAstPro	Kinesiology	1.00	51,516	FY 2016
N	Gray, Tayler	M.A.	Lect.-Pool	Kinesiology	0.38	3,741	F 2015
R	Griggs, Harriet	Ph.D.	Lect.-Pool	Fam. & Con. Sci.	0.75	9,005	F 2015
R	Jeter, Steven	M.A.	Lect.-Pool	Kinesiology	0.75	7,385	F 2015
N	Kastler, Jaimee	M.S.N.	ClnAstPro	Nursing	1.00	63,000	FY 2016
R	Knesek, Natalie	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	F 2015

N	Kovyrshina, Tatiana	M.S.	Lect.-Pool	Hlth Svcs& Promo	0.25	3,375	F 2015
R	Ladner, Rhonda	M.S.N.	Lect.-Pool	Nursing	0.33	4,526	F 2015
N	Langton, Diane	D.N.P.	ClnAscPr	Nursing	1.00	70,002	FY 2016
R	Le Norman, Dustin	M.S.	Lect.-Pool	Kinesiology	0.50	4,923	F 2015
N	McCormick, Susan	Ph.D.	Asst.Prof	Nursing	1.00	73,008	FY 2016
N	Meyers, Penelope	M.A.	ClnAstPro	Fam. & Con. Sci.	1.00	50,004	FY 2016
R	Mobley, James	MD	Lect.-Pool	Hlth Svcs& Promo	0.25	5,063	F 2015
N	Montgomery, Laura	M.S.N.	ClnAstPro	Nursing	1.00	59,004	FY 2016
N	Nkansah-Amankra, S.	Ph.D.	AssocPro	Hlth Svcs& Promo	1.00	80,010	FY 2016
N	Ocker, Liette	Ph.D.	AssocPro	Kinesiology	1.00	78,606	FY 2016
R	Oden, Simmie	M.A.	Lect.-Pool	Kinesiology	1.00	12,096	F 2015
R	Ramsay, Patricia	M.F.A.	Lect.-Pool	Fam. & Con. Sci.	0.75	9,005	F 2015
R	Reichelt, Susan	Ph.D.	AssocPro	Fam. & Con. Sci.	1.00	78,804	FY 2016
R	Sandlin, Judy	Ph.D.	Lect.-Pool	Hlth Svcs& Promo	0.25	3,600	F 2015
N	Schuessler, Zohreh	M.S.N.	ClnAstPro	Nursing	1.00	65,016	FY 2016
R	Sears, Jr., Jack	M.Ed.	Lect.-Pool	Kinesiology	1.00	9,846	F 2015
N	Simon-Campbell, E.	Ph.D.	Asst.Prof	Nursing	1.00	76,014	FY 2016
R	Stanford, Pamela	M.N.	Lect.-Pool	Nursing	0.58	10,503	F 2015
N	Stewart, Donna	M.Ed.	Lect.-Pool	Nursing	0.25	5,067	F 2015
R	Stone, Susie	M.A.	Lect.-Pool	Hlth Svcs& Promo	1.00	20,250	F 2015
R	Townsend, Kimberly	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	F 2015
R	Wallace, Courtney	M.A.	Lect.-Pool	Hlth Svcs& Promo	1.00	13,500	F 2015
R	Walton, Randall	M.S.	Lect.-Pool	Kinesiology	1.00	9,846	F 2015
R	Ward, Kevin	B.B.A.	Lect.-Pool	Kinesiology	0.13	1,280	F 2015
N	West, Vanessa	M.A.	Lect.-Pool	Kinesiology	0.25	2,462	F 2015
R	Wilcox-Pereira, R.	M.A.	Lect.-Pool	Kinesiology	1.00	9,846	F 2015
N	Xie, Yue	Ph.D.	Asst.Prof	Hlth Svcs& Promo	1.00	76,014	FY 2016

COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

R	Abernathy, Carlton	M.A.	Lect.-Pool	Comm. Studies	1.00	12,006	F 2015
R	Alford, Nadezhda	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Alverson, Shelby	M.A.	Lect.-Pool	Comm. Studies	0.50	6,003	F 2015
R	Baker, Caleb	M.A.	Lect.-Pool	Foreign Languages	1.00	12,006	F 2015
R	Biles, John	Ph.D.	Lect.-Pool	History	0.25	3,002	F 2015
N	Boyd, Denise	Ed.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	F 2015
R	Brady, Micki	M.A.	Lect.-Pool	History	1.00	12,006	F 2015
R	Brown, Crystal	M.A.	Lect.-Pool	Sociology	1.00	12,006	F 2015
N	Cadena, Rowland	M.A.	Lect.-Pool	English	0.50	6,003	F 2015
R	Cantu, Aleha	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	F 2015
N	Carlson, Charles	Ph.D.	VstAstPro	Psy. & Philosophy	1.00	43,002	FY2016
R	Carroll, Carolyn	M.A.	Lect.-Pool	History	0.25	3,002	F 2015

R	Chabot, Bruce	Ph.D.	Lect.-Pool	English	1.00	24,012	FY2016
N	Chen, Elizabeth	Ph.D.	VstAstPro	English	1.00	46,008	FY2016
R	Child, Jennifer	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Constance, Victoria	Ph.D.	Lect.-Pool	Sociology	0.25	3,002	F 2015
R	Cook, Mary	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Cordova, Victoria	M.A.	Lect.-Pool	Political Science	0.50	6,003	F 2015
N	Culver, Gabriel	M.A.	Lect.-Pool	History	0.50	6,003	F 2015
N	Davis, Kimberly	M.F.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Dean, Amy	M.A.	Lecturer	History	1.00	36,000	FY2016
N	Erbel, Allison	M.S.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	F 2015
R	Ferguson, III, William	M.A.	Lect.-Pool	History	1.00	12,006	F 2015
R	Foster, Chris	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Gaa, John	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	F 2015
R	Gaines, David	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Gaskamp, Katherine	M.A.	Lect.-Pool	History	1.00	12,006	F 2015
R	Gongora, Jennifer	M.A.	Lect.-Pool	Foreign Languages	1.00	12,006	F 2015
R	Goodpasture, Caitlyn	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Gutierrez-Beltran, V.	M.A.	Lect.-Pool	Foreign Languages	1.00	12,006	F 2015
N	Harris, Matthew	M.A.	PstDocFe	Political Science	1.00	30,006	FY2016
N	Herzogenrath, J.	Ph.D.	Lect.-Pool	History	0.25	3,002	F 2015
R	Hill, Candice	M.S.	Lect.-Pool	Sociology	1.00	12,006	F 2015
R	Holmberg, Joseph	M.S.	Lect.-Pool	Foreign Languages	1.00	12,006	F 2015
N	Hsu, Tzeli	Ph.D.	Asst.Prof	Sociology	1.00	55,008	FY2016
R	Hunter, Sharon	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	F 2015
N	Istvan, Jr., Michael	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	F 2015
N	Jaggers, Terri	M.A.	ClnAstPro	Comm. Studies	1.00	43,002	FY2016
R	Jones, Barbara	M.A.	Lect.-Pool	English	0.75	9,005	F 2015
N	Jordan, Brian	Ph.D.	Asst.Prof	History	1.00	54,000	FY2016
R	Kerr, William	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Lanthorn, Thomas	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	F 2015
R	Lovell, Darrell	M.P.A.	Lect.-Pool	Political Science	1.00	24,012	FY2016
R	Magee, Joseph	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	F 2015
N	Malakaj, Ervin	M.A.	VstAstPrf	Foreign Languages	1.00	45,000	FY2016
R	Marcom, Alice	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Medina Lopez, Julio	M.A.	Lect.-Pool	Foreign Languages	1.00	12,006	F 2015
R	Miles, Barbara	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Mitchell-Yellin, B.	Ph.D.	Asst.Prof	Psy. & Philosophy	1.00	53,010	FY2016
N	Montz, Zachary	Ph.D.	Lect.-Pool	History	1.00	39,006	FY2016
R	Norris, Jr., Ralph	Ph.D.	Lect.-Pool	English	1.00	24,012	FY2016
N	Nowlin-O'Banion, A.	Ph.D.	ClnAstPro	English	1.00	46,008	FY2016
R	Pappas, Lee	M.A.	Lect.-Pool	History	1.00	12,006	F 2015
R	Pereira, Aisha	M.S.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	F 2015
N	Pitrucha, Penny	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Plemons, April	M.S.	Lect.-Pool	Sociology	1.00	12,006	F 2015

R	Powell, Audrey	Ph.D.	Lect.-Pool	Foreign Languages	0.33	3,962	F 2015
R	Quarles, David	M.A.	Lect.-Pool	English	0.25	3,002	F 2015
R	Raju, Ritu	Ph.D.	Lect.-Pool	English	1.00	24,012	FY2016
N	Rather, Rodney	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Renteria, Ray	M.A.	Lect.-Pool	Foreign Languages	1.00	14,004	F 2015
R	Robinson, C.	M.A.	Lect.-Pool	Sociology	1.00	12,006	F 2015
R	Sanchez, Reuben	Ph.D.	Lect.-Pool	English	0.50	7,002	F 2015
R	Self, Donnie	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	5,004	F 2015
N	Sellers, Margaret	M.A.	Lect.-Pool	English	0.50	12,006	FY2016
R	Shannon, Tannie	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Shively, Elizabeth	Ph.D.	Lect.-Pool	Sociology	0.75	9,005	F 2015
N	Shivers, Candice	Ph.D.	Lect.-Pool	Comm. Studies	0.50	6,003	F 2015
N	Sinitiere, Phillip	Ph.D.	VstAstPro	History	1.00	45,000	FY2016
R	Smith, Michael	M.A.	Lect.-Pool	Political Science	0.50	6,003	F 2015
R	Spincic, Deborah	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Strubberg, Brandon	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Stykes, James	M.A.	Asst.Prof	Sociology	1.00	55,008	FY2016
R	Tackett-Gibson, M.	Ph.D.	Lect.-Pool	Sociology	1.00	12,006	F 2015
R	Thornton, Joe	Ph.D.	Lect.-Pool	History	0.75	9,005	F 2015
R	Tomchik, Cassandra	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Tritico, Robert	M.A.	Lect.-Pool	History	1.00	12,006	F 2015
N	Venta, Amanda	Ph.D.	Asst.Prof	Psy. & Philosophy	1.00	58,014	FY2016
R	Vogel, Debbra	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Wang, Ai	Ph.D.	VstAstPro	History	1.00	45,756	FY2016
N	Wetzel, Linda	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
N	Worley, Sharon	Ph.D.	Lect.-Pool	English	0.50	6,003	F 2015
R	Wright, Kathryn	M.A.	Lect.-Pool	English	1.00	24,012	FY2016
R	Wynveen, Brooklyn	Ph.D.	Lect.-Pool	Sociology	0.75	9,005	F 2015

COLLEGE OF SCIENCES

N	Aden, Lori	M.Ed.	Lect.-Pool	Computer Science	0.50	8,001	F 2015
N	Adornato, Joseph	M.A.	Lect.-Pool	Mth. & Statistics	0.50	6,003	F 2015
R	Albert, Julie	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
R	Benke, Dale	M.Ed.	Lect.-Pool	Ag.Sci& EngrTech	1.00	13,509	F 2015
R	Bullion, Alisha	M.S.	Lect.-Pool	Ag.Sci& EngrTech	1.00	15,003	F 2015
R	Casper, Samantha	M.S.	Lect.-Pool	Mth. & Statistics	0.75	7,506	F 2015
N	Collins, David	M.S.	Lect.-Pool	Computer Science	0.25	5,002	F 2015
R	Coogler, Keith	Ed.D.	Lect.-Pool	Ag.Sci& EngrTech	1.00	17,316	F 2015
N	De Silva, Nirodha	M.S.	VstAstPro	Ag.Sci& EngrTech	1.00	60,012	FY 2016
R	DeShazo, Mary Lynn	Ph.D.	Lect.-Pool	Chemistry	1.00	40,122	FY 2016
N	Dissanayake, K.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	26,010	F 2015
R	Ford, Richard	Ed.D.	Lect.-Pool	Ag.Sci& EngrTech	0.25	2,502	F 2015

N	Franks, Kristie	M.S.	Lect.-Pool	Ag.Sci& EngrTech	1.00	13,509	F 2015
R	Fritsch, Sarah	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
R	Fujimoto-Strait, Ava	M.A.	Lect.-Pool	Geog. & Geology	1.00	24,012	FY 2016
R	Gerren, Sally	Ph.D.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
R	Harbison, Paul	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
N	Karabiyik, Tugba	Ph.D.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
N	Karabiyik, Umit	M.S.	Asst.Prof	Computer Science	1.00	75,006	FY 2016
N	Lawson, Colin	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
R	Lockwood, Cathy	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
N	Mikishev, Alexander	Ph.D.	VstAstPro	Physics	1.00	55,008	FY 2016
R	Moore, Michael	D.V.M.	Lect.-Pool	Ag.Sci& EngrTech	0.50	7,002	F 2015
N	Nelson, Christopher	Ph.D.	VstAstPro	Physics	1.00	50,004	FY 2016
R	Prouty, Claire	M.S.	Lect.-Pool	Biological Sciences	1.00	24,012	FY 2016
N	Saltibus, Nibert	M.S.	Asst.Prof	Ag.Sci& EngrTech	1.00	65,016	FY 2016
R	Sczech, Mary	M.A.	Lect.-Pool	Mth. & Statistics	0.50	5,004	F 2015
R	Silva, Darrel	M.S.	Lect.-Pool	Mth. & Statistics	1.00	13,005	F 2015
N	Song, Donggil	M.S.	Asst.Prof	Computer Science	1.00	70,002	FY 2016
R	Stewart, Christopher	M.S.	Lect.-Pool	Ag.Sci& EngrTech	0.50	5,004	F 2015
N	Suh, Min	M.S.	Asst.Prof	Ag.Sci& EngrTech	1.00	70,002	FY 2016
R	Sumrall, Jeanne	M.A.T.	Lect.-Pool	Geog. & Geology	0.75	18,009	FY 2016
N	Tribull, Carly	B.A.	VstAstPro	Biological Sciences	1.00	48,006	FY 2016
R	Tripp, Timothy	Ph.D.	Lect.-Pool	Biological Sciences	1.00	47,394	FY 2016
N	Valladares, Julio	Ph.D.	VstAstPro	Chemistry	1.00	54,000	FY 2016
N	Vogelsang, Stephen	M.S.	Lect.-Pool	Ag.Sci& EngrTech	0.25	2,502	F 2015
N	Wang, Li-An	Ph.D.	Asst.Prof	Mth. & Statistics	1.00	60,030	FY 2016
R	Waugh, Terrence	Ph.D.	Lect.-Pool	Ag.Sci& EngrTech	1.00	22,500	F 2015
R	Wilson, John	Ph.D.	Lect.-Pool	Physics	1.00	47,016	FY 2016
R	Wilson, Marsha	M.B.A.	Lect.-Pool	Ag.Sci& EngrTech	1.00	13,509	F 2015
R	Young, Margaret	M.Ed.	Lect.-Pool	Mth. & Statistics	1.00	12,006	F 2015
R	Yung, Sonja	M.S.	Lect.-Pool	Biological Sciences	1.00	24,012	FY 2016

FIRST YEAR EXPERIENCE

R	Thomas, Jocelyn	M.S.	Lect.-Pool	FYE	0.25	2,502	F 2015
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NEWTON GRESHAM LIBRARY

N	Hanson, Michael	M.L.S.	Asst.Prof	Newton G. Library	1.00	85,008	FY 2016
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SAM HOUSTON STATE UNIVERSITY

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Adair, Katy, Coach Associate, Athletics, at a 12-month rate of \$31,848, on a full-time basis effective September 1, 2015.
2. Austin, Elizabeth, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$32,976, on a full-time basis effective August 16, 2015.
3. Collier, John, System Administrator IV, Information Technology Infrastructure and Support, at a 12-month rate of \$72,000, on a full-time basis effective August 16, 2015.
4. Dickerson, Michael, Mental Health Counselor Postgraduate, Counseling Services, at a 12-month rate of \$32,016, on a full-time basis effective August 16, 2015.
5. Ealey, Bryan, Dance Technical Coordinator, Dance, at a 12-month rate of \$38,016, on a full-time basis effective August 1, 2015.
6. Greenfield, Carl, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$36,000, on a full-time basis effective July 27, 2015.
7. Hernandez, Guadalupe, Coordinator I, Onecard Student Financial, at a 12-month rate of \$38,592, on a full-time basis effective July 27, 2015.
8. Lowdon, Sarah, Coach Associate Soccer, Athletics, at a 12-month rate of \$31,848, on a full-time basis effective July 1, 2015.
9. Morrison, Meagen, Coordinator for Alumni Events and Event Marketing, Alumni Relations, at a 12-month rate of \$37,392, on a full-time basis effective July 1, 2015.
10. Nichols, Malcolm, Theatre Technical Coordinator, Theatre, at a 12-month rate of \$32,016, on a full-time basis effective August 1, 2015.
11. Niemczyk, Molly, Admissions Counselor, Undergraduate Admissions, at a 12-month rate of \$32,976, on a full-time basis effective July 20, 2015.
12. Piper, Glen, Service Desk Manager, Information Technology Client Services, at a 12-month rate of \$63,768, on a full-time basis effective July 16, 2015.
13. Rogers, Nicole, Director of Student Health Center, Health Center, at a 12-month rate of \$75,000, on a full-time basis effective September 1, 2015.
14. Schaub, Tracy, Nurse Registered, Recreational Sports, at a 12-month rate of \$31,848, on a full-time basis effective August 1, 2015.
15. St. John, Sarah, PGA/PGM Internship Coordinator, Office of PGA/PGM, at a 12-month rate of \$45,000, on a full-time basis effective August 16, 2015.
16. Williams, Trevor, Coach Associate, Athletics, at a 12-month rate of \$50,016, on a full-time basis effective September 1, 2015.

CHANGES IN STATUS

1. Barrett, Jeremy, Purchaser I to Specialist V – E-Procurement Systems Specialist, Procurement, at a 12-month rate of \$44,160, effective September 1, 2015.
2. Bennett, Cynthia, Associate Director of Human Resources to Director of Human Resources, Human Resources, at a 12-month rate of \$107,784, effective September 1, 2015.
3. Burton, Meghan, Enrollment Management Marketing Coordinator II to Enrollment Management Marketing Coordinator III, Enrollment Management, at a 12-month rate of \$44,328, effective September 1, 2015.
4. Chapa, Roberto, HUB Coordinator to Assistant Director for Contract Management and Business Services, Procurement, at a 12-month rate of \$72,864, effective September 1, 2015.
5. Cox, Casey, Visitor Center Counselor to GO Center Counselor, Visitor Center, at a 12-month rate of \$36,000, effective August 1, 2015.
6. Crawford, Corey, System Administrator III to System Administrator IV, Information Technology Infrastructure and Support, at a 12-month rate of \$69,048, effective July 16, 2015.
7. Dolezal, Scott, Custodial and Grounds Services Manager to Director of Building and Landscape Services, Facilities Management, at a 12-month rate of \$86,256, effective July 16, 2015.
8. Fors, Stephanie, Director of Client Services to Business Analyst IV, Information Technology

SAM HOUSTON STATE UNIVERSITY

- Enterprise Services, at a 12-month rate of \$70,008, on a full-time basis effective August 16, 2015.
9. Kleppelid, Riley, Administrative Coordinator to Special Events Coordinator, Office of the President, at a 12-month rate of \$43,008, effective July 1, 2015.
 10. LeCompte, Seth, Technician III to Computer Maintenance Supervisor, Newton Gresham Library, at a 12-month rate of \$37,536, effective July 16, 2015.
 11. Li, Xiaohong, Institutional Research Analyst Senior to Assistant Director for Institutional Research, Institutional Research and Analysis, at a 12-month rate of \$64,272, effective August 16, 2015.
 12. Lyons, Phillip, Professor to Dean of College of Criminal Justice and Director of Criminal Justice Center, College of Criminal Justice, at a 12-month rate of \$200,856, effective September 1, 2015.
 13. Mathie, Kimberly, Web Content Specialist to Instructional Designer, Academic Instructional Technology and Distance Education, at a 12-month rate of \$46,152, effective August 16, 2015.
 14. Odom, Douglas, Fire Safety Systems Specialist to Environmental Health and Safety Coordinator, Risk Management, at a 12-month rate of \$45,360, effective August 1, 2015.
 15. Olsen, Jeff, Associate Director of SHSU Online Marketing to Director of Marketing and Communications, Communications, at a 12-month rate of \$72,000, effective September 1, 2015.
 16. Shupp, Susanna, Lecturer Pool to Developmental Integrated Reading and Writing Coordinator, Academic Success Center, at a 12-month rate of \$42,192, effective August 1, 2015.
 17. Stone, Michelle, Mental Health Counselor Postgraduate to Psychologist Counseling Center, Counseling Services, at a 12-month rate of \$48,504, effective September 1, 2015.
 18. Thorn, Scott, Director of Admissions and Recruitment to Assistant Director III, Athletics, no change in pay, effective August 16, 2015.
 19. Withers, Amanda, Associate Controller to Interim Controller, Financial Accounting and Reporting, at a 12-month rate of \$88,008, effective September 1, 2015.

DISMISSALS

1. None

RESIGNATIONS

1. Benavidez, Victoria, Coach Associate, Athletics, effective August 31, 2015.
2. Buck, Julia, Postdoctoral Research Intern, Texas Research Institute for Environmental Studies, effective June 30, 2015.
3. Cano, April, Admissions Counselor, Undergraduate Admissions, effective July 2, 2015.
4. Corkill, John, GO Center Counselor, Visitor Center, effective July 15, 2015.
5. Currie, Amber, Admissions Counselor, Undergraduate Admissions, effective July 9, 2015.
6. Gonzalez, Carlos, SHSU Online Programs and Admissions Coordinator, Academic Instructional Technology and Distance Education, effective August 3, 2015.
7. Gross, James, Director of Financial Analysis and Planning, Treasurer, effective July 10, 2015.
8. Hanel, Sarah, Director, Health Center, effective July 10, 2015.
9. Hite, Kelsey, Coach Associate, Athletics, effective June 30, 2015.
10. Jackson, Brandon, Residence Hall Director, Residence Life, effective August 7, 2015.
11. Myers, Bradley, PGA/PGM Internship Coordinator, Raven Nest, effective June 25, 2015.
12. Rideout, Latrice, Assistant Director for Institutional Research, Institutional Research and Analysis, effective July 10, 2015.
13. Schaub, Tracy, Nurse Registered, Recreational Sports, effective August 31, 2015.
14. Springfield, Danielle, Assistant Director for Residence Life, Residence Life, effective August 15, 2015.
15. Stenstadvold, Alice, Nurse Charge Registered, Health Center, effective September 7, 2015.
16. Stovall, Vivian, Mental Health Counselor Postgraduate, Counseling Services, effective August 15, 2015.
17. Tackett, Jessica, Assistant Director for Marketing and Guest Services, Residence Life, effective July 31, 2015.

SAM HOUSTON STATE UNIVERSITY

RETIREMENTS

1. Birdwell, Don, Vending Services Manager, Vending, effective August 31, 2015.
2. Meshell, Marilyn, Purchaser II, Procurement, effective August 31, 2015.
3. Wright, Gail, Correspondence Program Coordinator, Correspondence, effective July 31, 2015.

DEATHS

1. None

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. None

Sul Ross State University & Rio Grande College

FACULTY PERSONNEL CHANGES
RESIGNATIONS
1. None to report.
RETIREMENTS
1. Grant, Roger, Ph.D., Professor of Education, August 31, 2015.
2. Stone, Gregory, Ph.D., RGC Professor of Spanish, January 15, 2016.
3. Carson, Terry, Ph.D., RGC Chair and Professor of Business Administration, December 31, 2015.
LEAVE OF ABSENCE
1. None to Report.
NON-REAPPOINTMENTS
1. None to report.
CHANGES IN STATUS
1. Sorrels, Paul, Ph.D., Associate Provost and Dean to Vice President and Dean at Rio Grande College, at a twelve months' salary rate of \$132,420.00, September 1, 2015.
PROMOTION AND TENURE
1. None to report.

FACULTY APPOINTMENTS, New (N) and Renewal (R)							
	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES							
N	Drumhillier, Lisa Marie	B.S.	Lecturer	Animal Science	20%	\$2,130	Fall 2015
R	Durham, Kenneth S.	M.B.A.	Lecturer	Natural Resource Management	20%	\$2,130	Fall 2015
N	Mrozinski, Richard	B.S.	Lecturer	Natural Resource Management	20%	\$2,130	Fall 2015
N	O'Shaughnessy, Ryan	Ph.D.	Asst. Professor	Natural Resource Management	100%	\$45,000	2015-2016
R	Pipes, Christopher	M.S.	Lecturer	Natural Resource Management	27%	\$2,840	Fall 2015
R	Snyder, Anthony S.	B.S.	Lecturer	Natural Resource Management	20%	\$2,130	Fall 2015
COLLEGE OF ARTS & SCIENCES							
N	Abboud Obiedat, Hanan M.	M.S.	Lecturer	Behavioral and Social Sciences	20%	\$2,130	Fall 2015
R	Bennack, Steven	M.A.	Lecturer	Fine Arts & Communication	89%	\$9,495.70	Fall 2015
R	Cason, Samuel	M.A.	Lecturer	Behavioral and Social Sciences	20%	\$2,130	Fall 2015
R	Castillo, Elizabeth	M.F.A.	Lecturer	Fine Arts & Communication	47%	\$4,970	Fall 2015
R	Cockrum, David	Ph.D.	Professor	Behavioral and Social Sciences	50%	\$49,193	2015-2016
R	Fox, Caroline	M.Ed.	Lecturer	Behavioral & Social Sciences	20%	\$2,130	Fall 2015
R	Fox, Caroline	M.Ed.	Lecturer	Education	20%	\$2,130	Fall 2015
R	Gawloski, Joan M.	M.S.	Lecturer	Biology, Geology & Physical Sciences	13%	\$1,360	Fall 2015
R	Golden, Robie L.	M.Ed.	Lecturer	Computer Science & Mathematics	40%	\$4,260	Fall 2015
R	Hernandez, Tomas	M.S.	Lecturer	Biology, Geology & Physical Sciences	13%	\$1,360	Fall 2015
N	Lonowski, Dominic	B.A.	Lecturer	Biology, Geology & Physical Sciences	14%	\$1,420	Fall 2015
R	Lopez, Catherine	M.F.A.	Lecturer	Academic Center for Excellence	43%	\$4,560	Fall 2015
R	Lynn, Charles M.	B.A.	Lecturer	Behavioral & Social Sciences	60%	\$6,390	Fall 2015
R	Nunley, Barbara J.	M.S.	Lecturer	Computer Science & Mathematics	20%	\$2,130	Fall 2015
N	Penland, Jennifer	Ph.D.	Lecturer	First Year Seminar	7%	\$710	Fall 2015
N	Poissant, April Y.	M.A.	Lecturer	Languages & Literature	40%	\$4,260	Fall 2015
R	Rohr, David	Ph.D.	Professor	Biology, Geology	50%	\$47,539	Fall 2015

				& Physical Sciences			
R	Sager, Nelson	Ph.D.	Professor	Languages and Literature	50%	\$45,492	Fall 2015
R	Sawyer, Jay M.	M.F.A.	Assoc. Professor	Fine Arts & Communication	20%	\$2,130	Fall 2015
N	Schenkman, Melissa	M.S.	Lecturer	Biology, Geology & Physical Sciences	13%	\$1,360	Fall 2015
R	Snyder, Brandy	M.S.	Lecturer	First Year Seminar	7%	\$710	Fall 2015
N	Tegarden, Andrew	M.A.	Lecturer	Academic Center for Excellence	50%	\$5680	Fall 2015
N	Tegarden, Andrew	M.A.	Lecturer	Fine Arts & Communication	60%	\$6390	Fall 2015
N	Vincent, Tiffany	Ph.D.	Asst. Professor	Behavioral and Social Sciences	100%	\$47,500	2015-2016
R	Walter, Matthew J.	M.A.	Lecturer	Behavioral and Social Sciences	40%	\$4,260	Fall 2015
R	Wren, Rebecca G.	M.Ed.	Lecturer	Behavioral and Social Sciences	20%	\$2,130	Fall 2015
N	Yue, Yanfeng	Ph.D.	Visiting Professor	Biology, Geology & Physical Sciences	100%	\$45,000	2015-2016
COLLEGE OF PROFESSIONAL STUDIES							
R	Coleman, Shirley	M.Ed.	Lecturer	Education	30%	\$3,195	Fall 2015
R	Fish, Wade	Ph.D.	Lecturer	Education	20%	\$2,130	Fall 2015
R	Hayes, Ronda	M.Ed.	Lecturer	Education	40%	\$4,260	Fall 2015
R	LaCox, Travis B.	M.S.	Lecturer	Homeland Security & Criminal Justice	20%	\$2,130	Fall 2015
R	Latham, Stephanie	Ph.D.	Lecturer	Education	80%	\$8,520	Fall 2015
R	Marsh, Matthew G.	M.A.	Lecturer	Behavioral and Social Sciences	40%	\$4,260	Fall 2015
R	Repman, Patrick J.	B.A.	Lecturer	Homeland Security & Criminal Justice	20%	\$2,130	Fall 2015
R	Scown, Russell R.	M.A.	Lecturer	Homeland Security & Criminal Justice	40%	\$4,260	Fall 2015
R	Wadley, Cynthia A.	M.Ed.	Lecturer	Education	40%	\$4,260	Fall 2015
R	Wassermann, Heidi	B.A.	Lecturer	Education	20%	\$2,130	Fall 2015
N	White, Sierra	M.A.	Head Athletic Trainer and Lecturer	Education	100%	\$48,000	2015-2016
R	Wickersham-Fish, Leah	Ph.D.	Lecturer	Education	40%	\$4,260	Fall 2015
RIO GRANDE COLLEGE							
R	Acuna_Ruiz, Valerie	M.A.	Lecturer	Humanities	20%	\$2,130	Fall 2015
R	Bennett, William	Ph.D.	Lecturer	Humanities	20%	\$2,130	Fall 2015
R	Davis, Richard	M.S.	Lecturer	Natural & Behavioral Science	20%	\$2,130	Fall 2015

R	DeLaCruz, Amado	M.Ed.	Lecturer	Education	20%	\$2,130	Fall 2015
R	Drabier, John	M.B.A.	Lecturer	Business Administration	20%	\$2,130	Fall 2015
R	Garza, Cristobal	M.A.	Lecturer	Humanities	20%	\$2,130	Fall 2015
R	Gomez, Cynthia Y.	M.B.A.	Lecturer	Humanities	40%	\$4,260	Fall 2015
R	Kohut, Darren	M.Ed.	Lecturer	Natural & Behavioral Science	20%	\$2,130	Fall 2015
R	Ortiz, Rita L.	B.A.	Lecturer	Humanities	20%	\$2,130	Fall 2015
R	Overfelt, Robert	Ph.D.	Professor	Humanities	50%	\$40,814	2015-2016
R	Pena, Elizabeth	M.B.A.	Lecturer	Humanities	40%	\$4,260	Fall 2015
R	Roethler, Jeremy	Ph.D.	Lecturer	Humanities	40%	\$4,260	Fall 2015
R	Smith, Wayne E.	D.B.A.	Lecturer	Business Administration	20%	\$2,130	Fall 2015
R	Watkins, Joy G.	M.Ed.	Lecturer	Education	20%	\$2,130	Fall 2015
R	Williamson, James	M.Ed.	Lecturer	Humanities	20%	\$2,130	Fall 2015

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Muse, Marquis, Head Women's Soccer Coach and Assistant Director of Recreational Sports, Athletics at a twelve months' salary rate of \$32,836.00, effective July 9, 2015.
2. Wren, Rebecca, Counselor, Counseling and Accessibility at a twelve months' salary of \$35,118.00, effective September 1, 2015.
3. Ohnishi, Nora, Inter Library Loan Librarian, Library at a twelve months' salary rate of \$35,118.00, effective July 20, 2015.
4. Howard, David, Technical Services Librarian, Library at a twelve months' salary rate of \$35,118.00, effective July 20, 2015.
5. Aultman Becker, April, Dean of Library and Research Technology, at a twelve months' salary rate of \$90,000.00, effective September 7, 2015.
6. Castillo, Santiago, Director of Accounting Services, Accounting Services, at a twelve months' salary rate of \$67,000.00, effective August 10, 2015.

CHANGES IN STATUS

1. Granado, Manuel, Payroll Supervisor to Business Advisor, Small Business Development Center at a twelve months' salary rate of \$48,000.00, effective August 18, 2015.
2. Craig, Kendall, Project Director HITAP Grant to Director of Distance Education, OIT at a twelve months' salary rate of \$57,830.00, effective October 1, 2015.
3. Jimenez, Elisha, Payroll Specialist to Payroll Supervisor, Human Resources at a twelve months' salary rate of \$35,118.00, effective August 18, 2015.
4. Schreiber, Lori, Interim Dean of the Library to Director of Library Technical Service at a twelve months' salary rate of \$41,797.00, effective September 1, 2015.
5. Jimenez, Oscar, Interim Director of Accounting Services to Senior Manager Accounting Services at a twelve months' salary rate of \$61,573.00, effective August 31, 2015.

RESIGNATIONS

1. Winkles, Kenneth, Business Advisor, Small Business Development Center, September 29, 2015.
2. Hermosillo, Jesus, Instructional Designer, HITAP Grant, September 30, 2015.
3. Groves, Denise, Vice President for Enrollment Management, Enrollment Management, October 9, 2015.

RETIREMENTS

1. None to report.

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Jimenez, John, Police Officer, October 7, 2015.
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Texas State University

FACULTY PERSONNEL CHANGES

CHANGE IN STATUS

1. Biggs, Mary Jo, from Associate Professor, Social Work, to Interim Chair and Associate Professor, Occupational, Workforce, and Leadership Studies, effective September 1, 2015.
2. Boden-McGill, Carrie J., from Chair and Professor, Occupational, Workforce, and Leadership Studies, to Professor, Occupational, Workforce, and Leadership Studies, effective September 1, 2015.
3. Holschuh, Jodi P., from Professor, Curriculum and Instruction, to Chair and Professor, Curriculum and Instruction, effective September 1, 2015.
4. Werner, Patrice H., from Chair and Associate Professor, Curriculum and Instruction, to Associate Professor, Curriculum and Instruction, effective September 1, 2015.

RESIGNATIONS

1. Arévalo-Flechas, Lyda C., Assistant Professor, St. David's School of Nursing, effective August 31, 2015.
2. Cuevas, Gilbert J., Professor, Mathematics, effective January 15, 2016.
3. Fantauzza, Jill M., Assistant Professor, Art and Design, effective August 31, 2015.
4. Garcia, Washington A., Associate Professor, Music, effective December 31, 2015.
5. Hu, Jiong, Associate Professor, Engineering Technology, effective August 31, 2015.
6. Kim, Kyung M., Assistant Professor, Health and Human Performance, effective July 31, 2015.
7. Ransone, John W., Professor, Health and Human Performance, effective May 31, 2016.
8. Sanders, Beth A., Associate Professor, Criminal Justice, effective August 31, 2015.
9. Schoch-Spana, Monica L., Associate Professor, Anthropology, effective August 31, 2015.
10. Tomasso, Joseph R., Jr., Professor, Biology, effective August 31, 2015.

RETIREMENTS

1. Gordon, Jeffrey L., Professor, Philosophy, effective August 31, 2015.
2. Wilson, Miles S., Professor, English, effective August 31, 2015.

APPOINTMENT WITH TENURE

1. Herrmann, Nicholas P., Associate Professor of Anthropology, effective January 1, 2016.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF APPLIED ARTS						
R Ackerson, Carla J.	M.S.W.	Clinical Lecturer	Social Work	1.00	52,811.56	2015-2016
R Arledge, Roy W., II	J.D.	Lecturer	Criminal Justice	.20	4,112.00	Fall 2015
R Benavides, Elizabeth	Ph.D.	Asst. Prof.	Agriculture	1.00	62,000.00	2015-2016
R Bishop, Nicholas	Ph.D.	Clinical Asst. Professor	Family and Consumer Sciences	1.00	50,000.04	2015-2016
R Brasfield, Karen	M.S.	Sr. Lecturer	Family and Consumer Sciences	1.00	55,746.34	2015-2016
R Brudno, Ann E.	M.B.A.	Lecturer	Family and Consumer Sciences	1.00	45,660.06	2015-2016
R Bruner, Brian L.	M.B.A.	Lecturer	Agriculture	.40	15,000.00	Fall 2015
R Buie, Barbara E.	M.S.W.	Lecturer	Social Work	.20	6,000.00	Fall 2015
R Burns, Judith M.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Fall 2015
R Carreon, Jennifer	M.S.C.J.	Lecturer	Criminal Justice	.40	6,612.00	Fall 2015
N Carter, Nicholas J.	M.S.	Asst. Prof.	Aerospace Studies	1.00	0.00	2015-2016
R Clark, Thomas P.	J.D.	Lecturer	Criminal Justice	.40	8,112.00	Fall 2015
R Crawford, Michelle	M.Ed.	Lecturer	Family and Consumer Sciences	.20	4,000.00	Fall 2015
N Cruz, Edwin D.	M.S.	Asst. Prof.	Military Science	1.00	0.00	2015-2016
R Davis, Bob	Ph.D.	Professor	Agriculture	1.00	25,000.00	Fall 2015

			Emeritus					
N	Douglas, James	M.S.	Asst. Prof.	Military Science	1.00	0.00	2015-2016	
R	Drobeck, Bruce	Ph.D.	Sr. Lecturer	Family and Consumer Sciences	1.00	50,816.31	2015-2016	
R	Duciaume-Wright, Colette L.	Ph.D.	Lecturer	Social Work	.75	18,204.98	Fall 2015	
R	Duke, Sandra E.	Ph.D.	Sr. Lecturer	Family and Consumer Sciences	1.00	49,250.07	2015-2016	
R	DuPont, Ann M.	Ph.D.	Sr. Lecturer	Family and Consumer Sciences	1.00	57,283.76	2015-2016	
R	Eckert, Mary A.	Ph.D.	Lecturer	Criminal Justice	.40	8,112.00	Fall 2015	
N	Elsass, H. Jaymi	M.S.C.J.	Lecturer	Criminal Justice	1.00	53,500.00	2015-2016	
R	Elshoff, James D.	J.D.	Lecturer	Criminal Justice	.40	8,112.00	Fall 2015	
R	Espinosa, Erin M.	M.P.A.	Lecturer	Criminal Justice	.20	3,362.00	Fall 2015	
N	Fehrman, Matthew	M.S.	Professor	Aerospace Studies	1.00	0.00	2015-2016	
R	Fontenot, Dienitha	M.Ed.	Clinical Asst. Professor	Family and Consumer Sciences	1.00	80,011.68	2015-2016	
R	Fyall, Jeanne E.	M.S.	Lecturer	Family and Consumer Sciences	.20	3,600.00	Fall 2015	
N	Garner, Bryant J.	M.B.A.	Asst. Prof.	Military Science	1.00	0.00	2015-2016	
R	Gibson, Patricia A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Fall 2015	
R	Gray, Christine R.	Ph.D.	Lecturer	Family and Consumer Sciences	.20	4,000.00	Fall 2015	
R	Guerrero, Georgen	Ph.D.	Lecturer	Criminal Justice	.20	4,112.00	Fall 2015	
N	Gutierrez, Tozi A.	M.S.W.	Lecturer	Social Work	1.00	50,000.04	2015-2016	
R	Harkins, Betty L.	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Fall 2015	
R	Henton, David V.	M.S.S.W.	Clinical Asst. Professor	Social Work	1.00	31,041.95	Fall 2015	
R	Hernandez, Robert	M.S.C.J.	Lecturer	Criminal Justice	.40	6,612.00	Fall 2015	
R	Hinojosa, Leonard	M.S.	Lecturer	Criminal Justice	.40	6,612.00	Fall 2015	
R	Janiga, Laritza D.	M.F.A.	Lecturer	Family and Consumer Sciences	.50	10,873.80	Fall 2015	
R	Klien, Colleen K.	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,720.00	Fall 2015	
R	Kovar, Jerry L.	M.S.C.J.	Lecturer	Criminal Justices	.20	3,362.00	Fall 2015	
N	Lawrence, Adam	M.A.	Asst. Prof.	Aerospace Studies	1.00	0.00	2015-2016	
R	Le Duc, Frances	Ph.D.	Lecturer	Agriculture	.20	5,500.00	Fall 2015	
R	Marks, Andrew T.	M.S.W.	Clinical Sr. Lecturer	Social Work	1.00	55,374.81	2015-2016	
R	McGee, Stacie S.	M.S.W.	Lecturer	Social Work	.75	18,317.12	Fall 2015	
R	Medel, Ruben S.	M.S.S.W.	Clinical Sr. Lecturer	Social Work	1.00	55,207.67	2015-2016	
R	Missildine, James	M.Ed.	Lecturer	Agriculture	.20	5,835.00	Fall 2015	
N	Moon, KeriAnne	D.S.W.	Lecturer	Social Work	1.00	52,000.00	2015-2016	
R	Moore, Bobbie J.	M.B.A.	Sr. Lecturer	Family and Consumer Sciences	1.00	60,018.49	2015-2016	
R	Morley, Richard H.	Ph.D.	Sr. Lecturer	Criminal Justice	1.00	46,465.87	2015-2016	
R	Papick, Joseph F.	M.S.S.W.	Lecturer	Social Work	.20	3,500.00	Fall 2015	
R	Penzerro, Rose M.	Ph.D.	Lecturer	Social Work	.40	7,000.00	Fall 2015	
R	Phillips, Farya	Ph.D.	Lecturer	Family and Consumer Sciences	.20	4,000.00	Fall 2015	
R	Poole, Shane J.	M.S.	Lecturer	Criminal Justice	.40	6,612.00	Fall 2015	
R	Rattler, Lolita W.	M.S.S.W.	Lecturer	Social Work	.40	8,000.00	Fall 2015	
R	Reat, Amanda M.	M.S.	Lecturer	Family and Consumer Sciences	.20	3,500.00	Fall 2015	
R	Robbins, Robert	B.Arch.	Lecturer	Family and Consumer Sciences	.20	5,500.00	Fall 2015	
N	Robbins, Stacey	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	1.00	53,045.01	2015-2016	
R	Rodriguez, Abel	M.S.W.	Lecturer	Social Work	.40	7,000.00	Fall 2015	
R	Rogers, Lisa	M.S.S.W.	Lecturer	Social Work	1.00	14,420.03	Fall 2015	
R	Rollins, Tanya N.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Fall 2015	
R	Romo, Katherine	M.B.A.	Lecturer	Family and Consumer Sciences	1.00	45,660.06	2015-2016	
N	Shay, Mack A.	M.S.	Lecturer	Family and Consumer Sciences	.75	16,875.00	Fall 2015	
R	Sherron, Todd	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	1.00	54,643.56	2015-2016	
R	Spencer, David	J.D.	Lecturer	Criminal Justice	.40	8,000.00	Fall 2015	
R	Squires, Vickie L.	M.M.Ed.	Lecturer	Family and Consumer Sciences	.40	8,000.00	Fall 2015	
R	Summerhill, Laura	M.S.S.W.	Lecturer	Social Work	.75	10,815.03	Fall 2015	
R	Thornton, Hannah	M.S.	Sr. Lecturer	Family and Consumer Sciences	1.00	47,750.00	2015-2016	

N	Tillotson, Stephen	PH.D.	Lecturer	Criminal Justice	1.00	53,500.00	2015-2016
R	Titus, Amber	M.A.	Lecturer	Family and Consumer Sciences	.40	7,000.00	Fall 2015
N	Trahan, Mark H.	Ph.D.	Asst. Prof.	Social Work	1.00	62,667.00	2015-2016
R	Underhill, Barry A.	M.F.A.	Lecturer	Family and Consumer Sciences	.50	10,531.87	Fall 2015
R	Velez, Lea R.	M.S.	Clinical Lecturer	Social Work	1.00	47,895.03	2015-2016
R	Williams, Howard	Ph.D.	Lecturer	Criminal Justice	1.00	47,000.07	2015-2016
R	Wilson, Barbara D.	M.Ed.	Sr. Lecturer	Occupational, Workforce, and Leadership Studies	1.00	59,008.02	2015-2016
R	Youens, Christina	M.S.	Sr. Lecturer	Family and Consumer Sciences	1.00	50,389.71	2015-2016

MCCOY COLLEGE OF BUSINESS ADMINISTRATION

R	Ally, Murtaza	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.40	10,000.00	Fall 2015
R	Angelow, David E.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	Fall 2015
R	Bishop, Sherwood	M.S.	Lecturer	Finance and Economics	1.00	45,206.74	2015-2016
R	Brown, Laurie D.	M.Acy.	Lecturer	Accounting	1.00	49,217.06	2015-2016
R	Cameron, David B.	Ph.D.	Lecturer	Management	1.00	81,300.01	2015-2016
R	Clark, Roger M., Jr.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2015
R	Collins, Russell L.	M.S.	Lecturer	Computer Information Systems and Quantitative Methods	1.00	73,328.17	2015-2016
R	D'Amelio, Michael	J.D.	Lecturer	Management	.20	4,100.00	Fall 2015
N	Davis, Kathryn S.	Ph.D.	Lecturer	Marketing	1.00	70,000.02	2015-2016
R	Davis, Robert A.	Ph.D.	Professor	Management	.50	75,100.08	2015-2016
R	Dietert, Judy G.	M.B.A.	Sr. Lecturer	Management	1.00	78,845.58	2015-2016
R	Eixmann, Yvonne	Ph.D.	Lecturer	Management	1.00	89,930.07	2015-2016
R	Eure, Diane M.	M.B.A.	Sr. Lecturer	Accounting	1.00	67,995.40	2015-2016
R	Felan, Victor N.	M.B.A.	Lecturer	Accounting	.40	7,500.00	Fall 2015
R	Flynn, Steven T.	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2015
R	Foreman, Peggy M.	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.40	10,000.00	Fall 2015
R	Fregger, Bradley	M.A.	Lecturer	Management	.40	7,250.00	Fall 2015
R	Fulton, Lawrence	Ph.D.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	Fall 2015
R	Gould, Albert N., Jr.	J.D.	Lecturer	Management	1.00	75,000.00	2015-2016
R	Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	5,850.00	Fall 2015
R	Hale, Janet	J.D.	Sr. Lecturer	Finance and Economics	1.00	84,807.24	2015-2016
R	Hall, Christopher E.	Ed.D.	Lecturer	Management	.20	3,750.00	Fall 2015
R	Herring, Lawrence	M.B.A.	Sr. Lecturer	Management	1.00	63,358.80	2015-2016
R	Hoffman, Tina M.	M.B.A.	Lecturer	Management	.40	7,250.00	Fall 2015
N	Ivey, Paula A.	M.I.M.	Lecturer	Marketing	1.00	75,000.00	2015-2016
R	Jacobvitz, Kristen	J.D.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2015
R	Jacobvitz, Martin	M.B.A.	Lecturer	Finance and Economics	.20	4,000.00	Fall 2015
R	Jacobvitz, Martin	M.B.A.	Lecturer	Management	.20	4,125.00	Fall 2015
R	James, Randall S.	B.A.	Lecturer	Finance and Economics	.50	34,655.71	2015-2016
R	Jetton, Kevin J.	M.B.A.	Sr. Lecturer	Computer Information Systems and Quantitative Methods	1.00	76,143.50	2015-2016
R	Jillapalli, Ravi K.	Ph.D.	Lecturer	Marketing	1.00	90,000.00	2015-2016
R	Jones, Andrew M.	Ph.D.	Lecturer	Management	.20	2,000.00	Fall 2015
R	Kebodeaux, Charles Keith	L.L.M/ J.D.	Lecturer	Accounting	1.00	114,978.04	2015-2016
R	Keefe, James F.	M.B.A.	Sr. Lecturer	Computer Information Systems and Quantitative Methods	1.00	65,811.42	2015-2016
R	Krou, Jennifer L.	M.A.	Sr. Lecturer	Computer Information Systems and Quantitative Methods	1.00	51,034.37	2015-2016
R	Krylova, Lyudmyla	M.P.A.	Lecturer	Accounting	1.00	58,723.40	2015-2016
R	Lopez, Sarah N.	M.B.A.	Lecturer	Management	.20	2,000.00	Fall 2015
R	Lund, Yogesh D.	M.B.A.	Lecturer	Management	.20	3,600.00	Fall 2015
R	Martin, Stephen C.	J.D.	Lecturer	Accounting	.20	7,500.00	Fall 2015
R	McCormick,	M.B.A.	Lecturer	Marketing	.20	3,600.00	Fall 2015

	Montgomery P.							
R	McNabb, Monica	M.B.A.	Lecturer	Finance and Economics	.20	4,250.00	Fall 2015	
R	Middlebrook, Bill J.	Ph.D.	Professor Emeritus	Management	.50	49,413.12	2015-2016	
R	Moffitt, Kathleen A.	M.Acy.	Lecturer	Accounting	.75	48,224.84	2015-2016	
R	Moore, Christina J.	M.S.	Lecturer	Management	1.00	73,500.00	2015-2016	
R	Morgan, Byron L.	Ph.D.	Lecturer	Management	.20	4,100.00	Fall 2015	
R	Moser, Jennifer L.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2015	
R	Murdock, Kenneth	M.B.A.	Sr. Lecturer	Marketing	1.00	62,971.38	2015-2016	
R	Niemiec, Jerome	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2015	
R	Noll, Arthur W.	M.B.A.	Sr. Lecturer	Marketing	1.00	62,126.02	2015-2016	
R	Nugent, Gerard P.	M.S./J.D.	Lecturer	Computer Information Systems and Quantitative Methods	.25	9,303.03	Fall 2015	
R	Obdyke, Louis	J.D.	Lecturer	Management	.20	4,250.00	Fall 2015	
R	Painter, Matthew	M.B.A.	Sr. Lecturer	McCoy College of Business Administration	1.00	80,800.04	2015-2016	
R	Pomeroy, Deborah	J.D.	Lecturer	Finance and Economics	.40	8,000.00	Fall 2015	
R	Proesel, Steven	M.S.B.A.	Lecturer	Accounting	.20	6,750.00	Fall 2015	
R	Proschko, Christopher R.	J.D.	Lecturer	Accounting	1.00	63,334.87	2015-2016	
R	Puffer, Thomas M.	B.B.A.	Lecturer	Accounting	1.00	98,334.88	2015-2016	
R	Quinn, Floyd F.	Ph.D.	Lecturer	Management	.75	30,000.01	2015-2016	
R	Roesemann, Douglas N.	M.B.A.	Lecturer	Marketing	.20	3,600.00	Fall 2015	
R	Rose, Dennis V.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2015	
R	Ross, John K.	Ph.D.	Associate Professor Emeritus	Management	.50	58,606.11	2015-2016	
R	Rougeux, Natalie	J.D.	Lecturer	Management	.20	3,750.00	Fall 2015	
R	Spaeth, Mary S.	M.A.	Lecturer	Management	1.00	91,300.00	2015-2016	
R	Toles, Holland	Ph.D.	Sr. Lecturer	Finance and Economics	1.00	101,687.07	2015-2016	
R	Trinidad, Jose	Ph.D.	Assistant Professor Emeritus	Finance and Economics	.50	47,327.14	2015-2016	
R	Walden, Kirk D.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Fall 2015	
R	Walters, Jerel B.	M.B.A.	Lecturer	Management	.20	3,750.00	Fall 2015	
R	West, Vicki L.	M.B.A.	Sr. Lecturer	Marketing	1.00	78,755.32	2015-2016	
R	Wilhelm, Justin J.	M.Acy.	Lecturer	Accounting	.20	5,000.00	Fall 2015	
R	Wright, Robert L.	M.S.T.	Lecturer	Computer Information Systems and Quantitative Methods	1.00	67,500.00	2015-2016	
R	Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.40	8,250.00	Fall 2015	
R	Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.20	4,100.00	Fall 2015	

COLLEGE OF EDUCATION

R	Adams, Damon	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015	
N	Aguilar, Jeannie	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015	
R	Ahrens, Jennifer	Ph.D.	Clinical Asst. Professor	Health and Human Performance	1.00	57,085.09	2015-2016	
R	Ashley, Lauren S.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015	
R	Bahney, Jean S.	Ed.D.	Lecturer	Curriculum and Instruction	.40	7,500.00	Fall 2015	
R	Baker, Daniel G.	M.Ed.	Sr. Lecturer	Health and Human Performance	1.00	55,238.81	2015-2016	
R	Balcer, Mary K.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015	
R	Bannerot, Joyce	Ph.D.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015	
R	Beck, Brandon L.	Ph.D.	Lecturer	Curriculum and Instruction	1.00	47,172.00	2015-2016	
R	Berglund, Rose M.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2015	
R	Blackmon, Terry	Ph.D.	Clinical Prof.	Curriculum and Instruction	1.00	91,433.07	2015-2016	
R	Boone, Michael D.	Ed.D.	Professor Emeritus	Counseling, Leadership, Adult Education, and School Psychology	.50	47,005.59	2015-2016	
R	Brooks, Jodi M.	M.Ed.	Lecturer	Curriculum and Instruction	1.00	43,681.31	2015-2016	
R	Brown, Gale M.	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015	
R	Brown, Janis S.	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015	

R	Bruntmyer, Darlene	M.Ed.	Lecturer	Curriculum and Instruction	1.00	43,155.18	2015-2016
R	Carter, Teri L.	M.Ed.	Lecturer	Health and Human Performance	.75	27,750.06	2015-2016
R	Castillo, Alice V.	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Cate-Linahan, Lindsey M.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Cates, Maggie M.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Cave, Roy M.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Cearley-Key, Terri	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	44,527.36	2015-2016
R	Clay, Carolyn C.	M.Ed.	Sr. Lecturer	Health and Human Performance	.75	33,480.09	2015-2016
R	Collier, Denise L.	Ed.D.	Lecturer	Curriculum and Instruction	1.00	56,650.00	2015-2015
R	Crook, Dena M.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	45,824.60	2015-2016
R	Darden, Lora L.	Ph.D.	Lecturer	Curriculum and Instruction	.02	4,000.00	Fall 2015
R	Davenport, Katy	M.Ed.	Lecturer	Curriculum and Instruction	1.00	51,439.22	2015-2016
R	Davis, Catherine	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	Davis, Barbara H.	Ed.D.	Associate Professor Emeritus	Curriculum and Instruction	.50	41,385.95	2015-2016
R	Davis, Laura L.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	44,643.60	2015-2016
R	Dennis, Cheryl I.	Ph.D.	Lecturer	Curriculum and Instruction	1.00	42,000.03	2015-2016
N	Deringer, Stephen	M.S.R.L.S.	Lecturer	Health and Human Performance	1.00	39,000.06	2015-2016
R	Dixon, Mary O.	Ph.D.	Lecturer	Health and Human Performance	1.00	44,490.58	2015-2016
R	Dombroski, Maria	M.Ed.	Sr. Lecturer	Curriculum and Instruction	.50	23,676.56	2015-2016
R	Downey, Darcy L.	Ed.D.	Lecturer	Health and Human Performance	.25	10,249.46	2015-2016
R	Duchaine, Ellen L.	Ph.D.	Lecturer	Curriculum and Instruction	1.00	46,496.71	2015-2016
R	Duhon, Laura L.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	47,803.93	2015-2016
R	Dupree, Jessica L.	M.S.R.L.S.	Lecturer	Health and Human Performance	1.00	39,179.18	2015-2016
N	Englehart, Christina	M.Ed.	Lecturer	Health and Human Performance	1.00	37,000.08	2015-2016
R	Evans, Jennifer L.	M.Ed.	Lecturer	Health and Human Performance	1.00	36,000.00	2015-2016
R	Everman, Daphne	M.Ed.	Lecturer	Curriculum and Instruction	1.00	40,208.04	2015-2016
N	Flint, Mary J.	Ph.D.	Lecturer	Education	1.00	80,000.00	2015-2016
R	Foster, Laura K.	M.Ed.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Francik, Wendy A.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
N	Gabro, Mary C.	Ed.D.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Garcia, Michael I.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Gilmore, Sherri W.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Goodhue, Nancy	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Goodwin, Marilyn	Ph.D.	Professor Emeritus	Curriculum and Instruction	.50	34,324.23	2015-2016
R	Gorence, Deborah	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Goudeau, Rita L.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Graham, Lori L.	Ph.D.	Lecturer	Curriculum and Instruction	.40	7,500.00	Fall 2015
R	Grande, Mark D.	M.Ed.	Lecturer	Health and Human Performance	1.00	38,847.13	2015-2016
R	Gravenor, Sandra	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,500.00	Fall 2015
N	Green Andrea L.	M.Ed.	Lecturer	Health and Human Performance	1.00	43,000.02	2015-2016
R	Grimaldo, Leticia	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	Fall 2015
R	Halinski, Katherine	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
N	Hall, Susan P.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	1.00	50,000.04	2015-2016
R	Hallman, Victoria	M.A.	Lecturer	Health and Human Performance	.75	25,007.13	2015-2016
R	Harris, Bergeron	Ed.D.	Clinical Asst. Professor	Counseling, Leadership, Adult Education, and School Psychology	1.00	62,694.45	2015-2016
R	Harrison, Heather	B.S.	Lecturer	Health and Human Performance	.20	2,000.00	Fall 2015
R	Haynes, Megan B.	M.S.	Sr. Lecturer	Health and Human Performance	1.00	41,944.44	2015-2016
R	Heffner, Carla J.	M.S.	Sr. Lecturer	Health and Human Performance	1.00	43,235.70	2015-2016
R	Herzog, Stacey L.	M.Ed.	Lecturer	Health and Human Performance	1.00	39,057.80	2015-2016
R	Hock, Alison C.	M.Ed.	Lecturer	Curriculum and Instruction	.50	22,281.76	2015-2016
R	Hock, Stephen	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015

R	Holschuh, Douglas R.	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	61,252.85	2015-2016
R	Hoover, Jacqueline	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Horony, Staci E.	M.Ed.	Lecturer	Curriculum and Instruction	1.00	40,932.00	2015-2016
R	Ikels, Ann B.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Jackson, James P.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
N	Jansky, Katrina M.	M.Ed.	Lecturer	Curriculum and Instruction	1.00	42,932.43	2015-2016
R	Jobes, Cheryl S.	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Jones, Patricia L.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Judd, Laura A.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Karlik, Jason A.	M.Ed.	Sr. Lecturer	Health and Human Performance	.25	11,098.70	2015-2016
R	Langerock, Nancy	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	45,359.17	2015-2016
R	Lansdowne, Stephen C.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Lay, Ellis M.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Lepine, Sherry A.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Ligon, Jessica L.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	46,696.08	2015-2016
R	Lopez, Ana B.	M.Ed.	Lecturer	Curriculum and Instruction	.20	17,876.53	2015-2016
R	Lord, Michal A.	Ph.D.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2015
R	Loya, Blanca T.	M.A.	Lecturer	Curriculum and Instruction	1.00	42,421.24	2015-2016
R	Masterson, Lynn	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	45,711.50	2015-2016
R	Matocha, Monica	M.Ed.	Lecturer	Health and Human Performance	1.00	41,061.26	2015-2016
R	McAfee, Ryan J.	M.A.	Lecturer	Health and Human Performance	.75	27,000.00	2015-2016
R	McDill, Leah W.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	McDonald, Jacquelyn	Ph.D.	Clinical Asst. Professor	Health and Human Performance	1.00	64,945.08	2015-2016
N	McGrew, Chaitra	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	McKee, Jonila H.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Mencke, Paul D.	Ph.D.	Lecturer	Curriculum and Instruction	1.00	46,284.48	2015-2016
R	Meritt, Julia M.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	44,703.20	2015-2016
R	Milk, Christopher	Ph.D.	Lecturer	Curriculum and Instruction	1.00	45,118.08	2015-2016
R	Moede, Kurt E.	M.M.	Lecturer	Curriculum and Instruction	.40	8,000.00	Fall 2015
R	Moleur, Sarah J.	M.S.	Lecturer	Health and Human Performance	.75	27,750.06	2015-2016
R	Moreita, Joan	M.A.	Sr. Lecturer	Curriculum and Instruction	1.00	45,162.66	2015-2016
R	Morrison, Barbara	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Nelson, Angela M.	Ed.D.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Norris, Rebecca	M.Ed.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	Oestreich, Jo B.	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	46,091.94	2015-2016
R	Ortiz, Araceli	Ph.D.	Research Asst. Prof.	Curriculum and Instruction	1.00	102,340.80	2015-2016
R	Painter, Kirk G.	B.S.P.T.	Lecturer	Health and Human Performance	.20	4,500.00	Fall 2015
R	Pape, Dianne R.	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	54,622.76	2015-2016
R	Patek, Kyle T.	M.S.	Lecturer	Health and Human Performance	1.00	39,198.01	2015-2016
N	Peace, George A.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Peacock, Stephanie	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Peca, Yolanda C.	M.Ed.	Lecturer	Curriculum and Instruction	1.00	42,488.80	2015-2016
R	Peregoy, Carol Z.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Peterson, Carol E.	M.A.	Lecturer	Curriculum and Instruction	.50	21,003.75	2015-2016
R	Peterson, Katie E.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	Petray, Thomas E., Jr.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
N	Pickerill, Marie L.	Ph.D.	Lecturer	Health and Human Performance	1.00	48,000.06	2015-2016
R	Potter, Denise D.	M.Ed.	Lecturer	Curriculum and Instruction	.20	7,000.00	Fall 2015
R	Pratz, Mark A.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Ridgway, Morris	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
N	Riley, Philip M., Jr.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Robarts, Dawn M.	M.S.	Sr. Lecturer	Health and Human Performance	1.00	55,378.75	2015-2016
R	Rocha, Maria G.Z.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Schneider, Debra	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Scholwinski,	Ph.D.	Associate	Counseling, Leadership, Adult	.50	31,020.46	2015-2016

	Edward J.		Professor Emeritus	Education, and School Psychology			
R	Shank, Penny	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Simmons, David	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Smith, Maureen	M.S.	Sr. Lecturer	Health and Human Performance	1.00	41,941.20	2015-2016
R	Smith, Michael R.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Smith, Patricia L.	M.L.A.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2015
R	Sparrow, Barbara	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	1.00	50,586.29	2015-2016
R	Spear, Elizabeth	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Fall 2015
R	Spencer, Jeanne	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Fall 2015
R	Thomas, Krista A.	M.S.R.L.S.	Sr. Lecturer	Health and Human Performance	1.00	47,225.72	2015-2016
R	Turner, Peter	B.B.A.	Lecturer	Health and Human Performance	.20	1,612.00	Fall 2015
R	Utley, Deborah F.	M.Ed.	Lecturer	Curriculum and Instruction	.50	21,577.56	2015-2016
R	Vanderwege, Gary	B.A.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2015
R	Veach, Mary J.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
R	Walker, Melodee	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Fall 2015
N	Warren, Jessica	M.Ed.	Lecturer	Health and Human Performance	.50	18,000.00	2015-2016
R	Webb, Britney K.	M.Ed.	Sr. Lecturer	Health and Human Performance	1.00	49,701.53	2015-2016
R	Wendler, Linda F.	Ph.D.	Sr. Lecturer	Curriculum and Instruction	1.00	47,580.03	2015-2016
R	Werner, Patricia	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Fall 2015
R	Wiswell, Christina	Ed.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Fall 2015
R	Woolery, Jason S.	M.A.	Lecturer	Curriculum and Instruction	1.00	39,677.71	2015-2016
R	Wright, Marty R.	M.Ed.	Sr. Lecturer	Health and Human Performance	1.00	39,961.88	2015-2016
R	Wuestenberg, Pamela J.	Ph.D.	Sr. Lecturer	Health and Human Performance	1.00	65,724.21	2015-2016
R	Zapp, Teresa L.	M.Ed.	Sr. Lecturer	Curriculum and Instruction	1.00	43,678.53	2015-2016

COLLEGE OF FINE ARTS AND COMMUNICATION

R	Aamot, Craig A.	M.M.	Lecturer	Music	1.00	42,883.09	2015-2016
R	Aguirre, Emmeline	M.A.	Lecturer	Journalism and Mass Communication	1.00	54,200.00	2015-2016
R	Alfonso, Monica J.	M.F.A.	Lecturer	Art and Design	1.00	21,699.68	Fall 2015
R	Bajackson, Robert	M.A.	Sr. Lecturer	Journalism and Mass Communication	.25	14,461.37	2015-2016
R	Baldwin, Patricia	Ph.D.	Lecturer	Journalism and Mass Communication	.75	38,500.03	2015-2016
R	Bartz, Ezra J.	D.M.A.	Sr. Lecturer	Music	1.00	43,398.67	2015-2016
R	Bellini, Brigitte K.	M.M.	Sr. Lecturer	Music	1.00	45,390.05	2015-2016
R	Bird, Paula	M.M.	Sr. Lecturer	Music	1.00	51,262.19	2015-2016
R	Blasingame, Dale	M.A.	Lecturer	Journalism and Mass Communication	1.00	47,000.00	2015-2016
R	Bolin, Gregory B.	D.M.A.	Lecturer	Theatre and Dance	1.00	49,500.07	2015-2016
R	Bowers, Harry T., IV	M.S.I.S.	Sr. Lecturer	Journalism and Mass Communication	1.00	51,500.00	2015-2016
R	Burney, Marsha N.	M.A.	Lecturer	Communication Studies	1.00	48,500.00	2015-2016
R	Burns, Michael E.	Ph.D.	Sr. Lecturer	Communication Studies	1.00	55,700.00	2015-2016
R	Busa, Susan B.	M.F.A.	Lecturer	Theatre and Dance	.75	30,250.00	2015-2016
R	Buschhorn, Jennifer L.	M.A.	Lecturer	Journalism and Mass Communication	1.00	51,750.04	2015-2016
R	Butler, Adrienne R.	M.F.A.	Lecturer	Art and Design	.75	32,154.30	2015-2016
R	Camp, Shawn R.	M.F.A.	Lecturer	Art and Design	1.00	41,583.72	2015-2016
R	Canavan, Claire	Ph.D.	Lecturer	Theatre and Dance	.50	10,569.02	Fall 2015
R	Capwell, Grace H.	M.B.A.	Lecture	Journalism and Mass Communication	1.00	51,500.04	2015-2016
R	Carlson, Larry A.	M.Ed.	Sr. Lecturer	Journalism and Mass Communication	1.00	57,500.00	2015-2016
R	Chilton, Casey F.	M.A.	Sr. Lecturer	Communication Studies	1.00	51,599.99	2015-2016

R	Cho, Soon Y.	D.M.A.	Sr. Lecturer	Music	1.00	51,500.04	2015-2016
R	Clark, Elizabeth J.	M.J.	Sr. Lecturer	Journalism and Mass Communication	1.00	51,500.00	2015-2016
R	Copeland, Thomas	H.S.	Lecturer	Theatre and Dance	.50	27,500.23	2015-2016
R	Corley, Alton L.	Ph.D.	Lecturer	Music	.75	32,612.54	2015-2016
R	Cornett, Michael	Ph.D.	Sr. Lecturer	Communication Studies	.50	22,350.06	2015-2016
R	Crosby, Jeffery M.	M.F.A.	Lecturer	Art and Design	1.00	41,074.41	2015-2016
R	Cruz, Mark A.	M.M.	Sr. Lecturer	Music	1.00	45,705.05	2015-2016
R	Cunningham, Erin	M.F.A.	Lecturer	Art and Design	1.00	19,167.53	Fall 2015
R	Dahlenburg, Michelle H.	M.F.A.	Lecturer	Theatre and Dance	1.00	20,250.00	Fall 2015
R	Dawson, James D.	B.A.	Lecturer	Music	.80	28,963.24	2015-2016
R	DesChamps- Benke, Nicole	M.F.A.	Sr. Lecturer	Art and Design	1.00	41,686.61	2015-2016
R	Ditto, Charles	D.M.A.	Sr. Lecturer	Music	1.00	47,814.37	2015-2016
N	Dugdale, Thomas W., IV	M.F.A.	Lecturer	Theatre and Dance	1.00	50,000.04	2015-2016
R	Eaton, Rebecca	Ph.D.	Sr. Lecturer	Music	1.00	45,738.72	2015-2016
R	Elliott, Barbara B.	M.M.	Lecturer	Music	1.00	32,148.27	2015-2016
N	Fisher, Andrew M.	M.M.	Lecturer	Music	1.00	32,000.04	2015-2016
R	Fleming, Patricia	M.Ed.	Sr. Lecturer	Music	.88	39,395.43	2015-2016
R	Fleuriet, Cathy	Ph.D.	Associate Professor Emeritus	Communication Studies	.50	50,000.04	2015-2016
R	Fox, Kymberly J.	M.A.	Associate Professor of Practice	Journalism and Mass Communication	1.00	71,000.00	2015-2016
R	Frei, Seth S.	M.A.	Lecturer	Communication Studies	.75	10,800.00	Fall 2015
R	Gorina, Alena	D.M.A.	Lecturer	Music	1.00	32,766.03	2015-2016
R	Grair, Steven M.	B.F.A.	Lecturer	Theatre and Dance	1.00	50,000.01	2015-2016
R	Hale, Daris W.	M.M.	Sr. Lecturer	Music	1.00	36,168.12	2015-2016
R	Hall, Richard D.	M.M.	Sr. Lecturer	Music	1.00	46,406.18	2015-2016
R	Hamelin, Karla M.	D.M.A.	Sr. Lecturer	Music	1.00	39,084.34	2015-2016
N	Hamrick, Utah L.	D.M.A.	Lecturer	Journalism and Mass Communication	1.00	42,000.03	2015-2016
R	Hartung-Ishii, Shay L.	M.F.A.	Lecturer	Theatre and Dance	1.00	52,000.09	2015-2016
R	Hefner, David	Ph.D.	Sr. Lecturer	Art and Design	1.00	44,763.95	2015-2016
R	Hehmsoth, Henry	M.M.	Sr. Lecturer	Music	1.00	50,170.17	2015-2016
R	Henry, William R., III	B.M.	Lecturer	Music	.50	16,796.10	2015-2016
R	Hickinbotham, Gary S.	H.S.	Lecturer	Music	.50	21,382.04	2015-2016
R	Holzner, Matthew	M.M.	Lecturer	Music	1.00	43,260.03	2015-2016
R	Hopkins, Kaitlin	H.S.	Sr. Lecturer	Theatre and Dance	1.00	80,000.00	2015-2016
R	Hutchins, Jeremy	M.A.	Sr. Lecturer	Communication Studies	1.00	51,651.00	2015-2016
R	Jackson, Shelley	M.F.A.	Lecturer	Art and Design	1.00	39,000.06	2015-2016
R	Janiga, Laritza D.	M.F.A.	Lecturer	Art and Design	.50	10,873.20	2015-2016
R	Jennings, John J.	M.A.	Sr. Lecturer	Theatre and Dance	1.00	60,152.29	2015-2016
R	Johnson, Brian	M.F.A.	Sr. Lecturer	Art and Design	1.00	41,685.78	2015-2016
R	Jones, Gordon	P.G.C.E.	Sr. Lecturer	Music	1.00	43,482.03	2015-2016
R	Jones, Jules	M.F.A.	Lecturer	Art and Design	1.00	21,436.20	Fall 2015
R	Kaufman, Charles	M.S.	Sr. Lecturer	Journalism and Mass Communication	1.00	51,300.00	2015-2016
R	Kilday, Carolyn	B.F.A.	Lecturer	Art and Design	1.00	43,839.97	2015-2016
R	Klier, Kari	M.M.	Sr. Lecturer	Music	1.00	48,798.89	2015-2016
R	Krabbenhoft, Eloiese	M.A.	Sr. Lecturer	Art and Design	1.00	42,102.12	2015-2016
R	Kraemer, Wayne	M.A.	Sr. Lecturer	Communication Studies	1.00	71,237.03	2015-2016
N	LaStrape, Anthony	M.A.	Lecturer	Communication Studies	1.00	14,000.00	Fall 2015
R	LeBlanc, Kristen	M.A.	Sr. Lecturer	Communication Studies	1.00	53,204.04	2015-2016
R	Lee, Kyung-Ae	D.M.A.	Sr. Lecturer	Music	1.00	43,482.03	2015-2016

R	Lipton, Kay M.	Ph.D.	Sr. Lecturer	Music	1.00	45,840.10	2015-2016
R	Lopez, Robert A.	M.M.	Sr. Lecturer	Music	1.00	43,482.03	2015-2016
R	Lopez, Samuel	M.M.	Lecturer	Music	.75	42,000.03	2015-2016
R	Maresca, Richard	H.S.	Lecturer	Theatre and Dance	1.00	54,100.05	2015-2016
R	Martinez, Gilbert	J.D.	Sr. Lecturer	Journalism and Mass Communication	1.00	53,500.00	2015-2016
R	May, Thomas L.	M.F.A.	Lecturer	Art and Design	1.00	40,017.32	2015-2016
R	Mazak, Andrew G.	B.M.	Sr. Lecturer	Music	1.00	44,889.86	2015-2016
R	McMeeking, Anne	M.F.A.	Lecturer	Theatre and Dance	1.00	51,500.04	2015-2016
R	McShane-Bolton, Kathleen M.	M.F.A.	Lecturer	Art and Design	.75	32,311.14	2015-2016
R	Miles, Charles J.	B.A.	Lecturer	Music	.50	19,766.79	2015-2016
R	Minor, Tobie S.	B.A.	Lecturer	Theatre and Dance	.50	20,250.00	2015-2016
R	Mooney, Kevin E.	Ph.D.	Sr. Lecturer	Music	1.00	57,569.97	2015-2016
R	Nelms, Morris H.	M.M.	Sr. Lecturer	Music	1.00	45,369.97	2015-2016
R	Ninov, Dimitar N.	Ph.D.	Lecturer	Music	1.00	37,676.78	2015-2016
R	Nolan, David S.	Ph.D.	Assistant Professor of Practice	Journalism and Mass Communication	1.00	70,000.00	2015-2016
R	Oliver, Christa J.	M.A.	Lecturer	Theatre and Dance	1.00	48,500.10	2015-2016
R	Owen, Phillip D.	M.F.A.	Lecturer	Theatre and Dance	1.00	52,500.03	2015-2016
R	Payne, Dennis T.	M.A.	Lecturer	Communication Studies	1.00	41,804.01	2015-2016
R	Perrin, Elvia	M.F.A.	Lecturer	Art and Design	1.00	20,394.00	2015-2016
R	Pierucci, Caprice	M.F.A.	Sr. Lecturer	Art and Design	1.00	41,746.86	2015-2016
R	Pizer, Alan D.	M.A.	Sr. Lecturer	Art and Design	1.00	48,310.87	2015-2016
R	Price, James W.	A.B.	Sr. Lecturer	Theatre and Dance	1.00	62,000.00	2015-2016
R	Pritzker, Burton	B.Arch.	Sr. Lecturer	Art and Design	1.00	40,588.25	2015-2016
R	Rebholz, Matthew	M.F.A.	Lecturer	Art and Design	1.00	43,495.00	2015-2016
R	Roach, Kristin L.	M.M.	Lecturer	Music	.50	16,068.06	2015-2016
R	Ruggiero, Benjamin	M.F.A.	Sr. Lecturer	Art and Design	1.00	39,011.85	2015-2016
R	Schumacher, Daniel W.	M.A.	Sr. Lecturer	Journalism and Mass Communication	.25	17,784.08	2015-2016
N	Silhavy, Vlasta L.	B.F.A.	Sr. Lecturer	Theatre and Dance	1.00	53,000.00	2015-2016
R	Snowden, Sherry	M.Ed.	Lecturer	Art and Design	.50	20,250.00	Fall 2015
R	Sparrow, Polly L.	M.F.A.	Lecturer	Art and Design	.75	16,077.15	Fall 2015
R	Stahl, David	M.F.A.	Lecturer	Theatre and Dance	.50	20,250.00	2015-2016
R	Stewart, Neil P.	M.F.A.	Lecturer	Theatre and Dance	1.00	53,000.07	2015-2016
R	Stewart, Sue L.	M.A.	Sr. Lecturer	Communication Studies	1.00	56,704.05	2015-2016
R	Stone, Patricia A.	M.A.	Lecturer	Theatre and Dance	.50	29,000.08	2015-2016
R	Torres, Jeremy O.	M.F.A.	Lecturer	Theatre and Dance	1.00	45,000.06	2015-2016
R	Underhill, Barry A.	M.F.A.	Lecturer	Art and Design	.50	10,531.89	2015-2016
R	Villagran, Paul D.	M.A.	Lecturer	Journalism and Mass Communication	1.00	51,500.04	2015-2016
R	Waldrep, Lana R.	M.F.A.	Lecturer	Art and Design	.75	32,621.25	2015-2016
R	Wiley, Gale F.	M.S.	Lecturer	Journalism and Mass Communication	1.00	51,500.04	2015-2016
R	Williams, M. Lee	Ph.D.	University Distinguished Professor	Communication Studies	.50	50,000.04	2015-2016
R	Wilson, Olga M.	M.A.	Sr. Lecturer	Journalism and Mass Communication	1.00	54,000.00	2015-2016
R	Wise, Holly L.	M.S.	Lecturer	Journalism and Mass Communication	1.00	50,000.00	2015-2016
R	Wood, Thomas B.	M.M.	Lecturer	Music	1.00	31,930.83	2015-2016
R	Worthington, Oliver W., II	D.M.A.	Sr. Lecturer	Music	1.00	44,339.08	2015-2016
R	Zmikly, Jonathan	M.A.	Sr. Lecturer	Journalism and Mass Communication	1.00	49,500.00	2015-2016

COLLEGE OF HEALTH PROFESSIONS

R	Armstead, Sharon	M.B.A.	Clinical Asst. Professor	Respiratory Care	1.00	66,743.34	2015-2016
R	Bachman, Teresa	D.P.T.	Clinical Asst. Professor	Physical Therapy	1.00	73,500.01	2015-2016
R	Baylor, Debbie A.	M.Ed.	Sr. Lecturer	Physical Therapy	.50	33,728.88	2015-2016
R	Belcik, Kimberly	Ph.D.	Clinical Asst. Professor	Nursing	1.00	69,310.00	2015-2016
R	Biggan, Elizabeth	M.S.N.	Clinical Asst. Professor	Nursing	1.00	72,300.16	2015-2016
R	Boyd, Shawn L.	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	77,818.01	2015-2016
R	Ellis, Joanna R.	M.S.	Clinical Asst. Professor	Clinical Laboratory Science	1.00	70,325.01	2015-2016
R	Finney, Mary-Margaret	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	77,157.63	2015-2016
R	Greene, Lloyd	Ed.D.	Sr. Lecturer	Health Administration	1.00	69,619.40	2015-2016
R	Guy, Sarah F.	M.S.N.	Clinical Asst. Professor	Nursing	1.00	71,059.74	2015-2016
R	Hale, Jennifer L.	Ph.D.	Clinical Asst. Professor	Physical Therapy	1.00	70,486.97	2015-2016
R	Harkins, Lynda T.	Ph.D.	Clinical Assoc. Professor	Respiratory Care	.25	18,935.59	2015-2016
R	Hogan, Mary A.	Ph.D.	Clinical Asst. Professor	Health Administration	1.00	63,368.49	2015-2016
R	Jeffery, Janene L.	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	78,729.00	2015-2016
R	Jillapalli, Regina	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	79,780.24	2015-2016
R	Johnson, Alisha	M.S.N.	Clinical Asst. Professor	Nursing	1.00	72,924.88	2015-2016
R	Johnson, Linda E.	M.Ed.	Lecturer	Communication Disorders	1.00	50,974.21	2015-2016
R	Jones, Gay Lynn	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	69,858.00	2015-2016
R	Kajs-Wyllie, Marylyn R.	M.S.N.	Clinical Assoc. Professor	Nursing	1.00	80,181.00	2015-2016
R	Kroon, Pierre A.	D.P.T.	Clinical Asst. Professor	Physical Therapy	.50	33,600.08	2015-2016
R	Lalani, Karima H.	M.B.A.	Lecturer	Health Information Management	.75	46,232.21	2015-2016
R	Lee, Susan	Ph.D.	Clinical Assoc. Professor	Nursing	1.00	7,956.257	2015-2016
R	Levenson, Shirley	Ph.D.	Clinical Asst. Professor	Nursing	1.00	92,000.00	2015-2016
R	Lopez, Dora P.	B.A.A.S.	Clinical Lect.	Radiation Therapy	1.00	62,201.79	2015-2016
R	Lorenz, James G.	D.P.T.	Clinical Lect.	Physical Therapy	.25	14,357.07	2015-2016
R	Love, Karen E.	M.S.N.	Lecturer	Nursing	.75	14,000.00	Fall 2015
R	MacKenzie, Todd	M.S.	Clinical Asst. Professor	Health Administration	.50	31,938.30	2015-2016
R	Martinez-Anderson, Dinorah G.	M.S.N.	Clinical Asst. Professor	Nursing	1.00	70,557.00	2015-2016
R	McDowell, Debra	Ph.D.	Clinical Asst. Professor	Physical Therapy	1.00	73,500.01	2015-2016
R	Murphy-Abdouch, Kim M.	M.P.H.	Clinical Asst. Professor	Health Information Management	1.00	65,657.31	2015-2016
R	Myers, Danette L.	M.B.A.	Clinical Asst. Professor	Health Information Management	1.00	63,765.73	2015-2016
R	Okere, Suzanna	Ph.D.	Clinical Assoc. Professor	Physical Therapy	1.00	80,079.80	2015-2016
R	Parker, Mary E.	Ph.D.	Clinical Asst. Professor	Physical Therapy	1.00	73,294.93	2015-2016
R	Petroff, Peter A.	M.D.	Clinical Prof.	Respiratory Care	.25	12,204.90	2015-2016

R	Poole, Marcia	Ed.D.	Clinical Assoc. Professor	Nursing	1.00	76,226.22	2015-2016
N	Rivera, Ernan C.	B.F.A.	Lecturer	Art and Design	1.00	42,000.03	2015-2016
R	Rubenstein, David	M.H.A.	Clinical Assoc. Professor	Health Administration	.25	20,162.99	2015-2016
R	Spivey, Steven S.	D.P.T.	Clinical Asst. Professor	Physical Therapy	1.00	71,150.83	2015-2016
R	Stirtz, Lori L.	M.A.	Sr. Lecturer	Communication Disorders	1.00	65,976.90	2015-2016
R	Walston-Sanchez, Melissa E.	B.S.	Lecturer	Health Information Management	1.00	47,186.55	2015-2016
R	Wendel, Renee	M.S.	Sr. Lecturer	Communication Disorders	1.00	55,730.20	2015-2016
R	Wilburn, Brandi B.	M.B.A.	Sr. Lecturer	Radiation Therapy	1.00	61,363.89	2015-2016
R	Williams, Shannon	D.P.T.	Clinical Lect.	Physical Therapy	1.00	58,562.65	2015-2016
R	Willson, Pamela	Ph.D.	Clinical Professor	Nursing	1.00	110,000.00	2015-2016
R	Winegar, Rhonda	M.S.N.	Clinical Asst. Professor	Nursing	1.00	70,586.41	2015-2016

COLLEGE OF LIBERAL ARTS

R	Alfau, Antonio de Jesus	M.A.	Lecturer	Modern Languages	.50	22,259.49	2015-2016
R	Angulo, Sarah K.	Ph.D.	Sr. Lecturer	Psychology	1.00	43,480.77	2015-2016
R	Arnold, Charles B.	M.A.	Sr. Lecturer	Political Science	1.00	53,118.36	2015-2016
R	Atchison, Alan C.	M.A.	Sr. Lecturer	History	1.00	47,338.28	2015-2016
R	Barton, Seth C.	M.A.	Lecturer	Philosophy	1.00	24,912.08	2015-2016
R	Benavides, Ida M.	M.A.	Sr. Lecturer	Modern Languages	1.00	43,201.35	2015-2016
R	Benedikt, Amelie	Ph.D.	Sr. Lecturer	Philosophy	.75	35,879.74	2015-2016
R	Bitney, Catherine	Ph.D.	Lecturer	Psychology	1.00	39,753.46	2015-2016
R	Booker, Shiloh E.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Bouzard, Gayle G.	M.Ed.	Sr. Lecturer	Sociology	1.00	43,739.20	2015-2016
N	Bower, Matthew E.	Ph.D.	Lecturer	Philosophy	1.00	39,077.01	2015-2016
R	Braud, Beverley	M.A.	Sr. Lecturer	English	1.00	48,909.60	2015-2016
N	Bull, Lauren P.	M.F.A.	Lecturer	English	.75	11,250.00	Fall 2015
R	Carroll, Justin W.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Carson, Jo Ann	Ph.D.	Sr. Lecturer	Philosophy	.50	28,535.56	2015-2016
R	Carter, Mark L.	M.A.G.	Sr. Lecturer	Geography	1.00	60,053.80	2015-2016
N	Clement, Matthew	Ph.D.	Asst. Prof.	Sociology	1.00	57,000.00	2015-2016
R	Chumbley, Cody K.	M.A.	Lecturer	Philosophy	1.00	12,000.02	Fall 2015
R	Coates, Jason R.	M.F.A.	Sr. Lecturer	English	1.00	41,487.46	2015-2016
R	Cohen, Robin E.	Ph.D.	Sr. Lecturer	English	1.00	56,188.65	2015-2016
R	Conner, Matthew	Ph.D.	Sr. Lecturer	Modern Languages	.50	24,066.59	2015-2016
R	Cooper, Brian J.	Ph.D.	Sr. Lecturer	Geography	1.00	53,200.07	2015-2016
R	Cordaro, Mildred	Ph.D.	Sr. Lecturer	Psychology	1.00	47,192.24	2015-2016
R	Cortesi, Taylor D.	M.A.	Lecturer	English	.25	7,500.06	2015-2016
N	Crisp, Carrie B.	J.D.	Lecturer	Philosophy	1.00	19,538.50	Fall 2015
R	Decker, Julia C.	M.A.	Lecturer	Political Science	1.00	43,460.08	2015-2016
R	Dees, Lillian E.	M.A.I.S.	Sr. Lecturer	Sociology	1.00	38,616.13	2015-2016
R	DeHon, Rene	Ph.D.	Sr. Lecturer	Geography	1.00	54,786.04	2015-2016
R	Denton, Patricia L.	Ph.D.	Clinical Assoc. Prof.	History	1.00	77,253.34	2015-2016
R	DiMauro-Jackson, Moira M.	Ph.D.	Sr. Lecturer	Modern Languages	1.00	47,120.06	2015-2016
R	Diocares, Maria A.	M.A.	Sr. Lecturer	Modern Languages	1.00	43,201.35	2015-2016
R	Duffy, Shannon E.	Ph.D.	Sr. Lecturer	History	1.00	43,883.70	2015-2016
R	Dunaway, Margaret	Ph.D.	Sr. Lecturer	Modern Languages	1.00	43,201.54	2015-2016
R	Easton, Judith A.	Ph.D.	Lecturer	Psychology	1.00	42,120.29	2015-2016
R	Ellis-Lai, Laura	M.Ed.	Lecturer	English	.25	7,500.06	2015-2016
R	Etienne-Gray, Trace M.	M.A.	Sr. Lecturer	History	1.00	47,202.51	2015-2016
N	Farinas, Rebecca	Ph.D.	Lecturer	Philosophy	1.00	19,538.50	Fall 2015
R	Farrar, Blake R.	M.A.	Lecturer	Political Science	1.00	40,730.12	2015-2016

R	Feeler, William R.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Finke, Ronald A.	Ph.D.	Sr. Lecturer	Psychology	1.00	44,113.01	2015-2016
R	Fitzgerald, Keri L.	M.A.	Sr. Lecturer	English	1.00	39,000.00	2015-2016
R	Fountain, Benjamin E., III	J.D.	Professor	English	1.00	128,651.01	2015-2016
R	Fry, Logan J.	M.F.A.	Lecturer	English	1.00	15,000.03	2015-2016
R	Garrido, Rocio O.	Ph.D.	Sr. Lecturer	Modern Languages	1.00	41,120.51	2015-2016
N	Gerhart, Olga S.	Ph.D.	Lecturer	Philosophy	1.00	39,077.01	2015-2016
R	Gibbons-Arhelger, Marilyn	M.A.	Lecturer	Psychology	1.00	42,629.14	2015-2016
R	Gilbertson, Eric N.	Ph.D.	Sr. Lecturer	Philosophy	1.00	45,827.33	2015-2016
R	Glass, Bryan S.	Ph.D.	Sr. Lecturer	History	1.00	39,785.77	2015-2016
R	Gomez, Carla P.	M.A.	Lecturer	Modern Languages	.50	20,157.12	2015-2016
R	Gomez Ramirez, Maria L.	Ph.D.	Lecturer	Modern Languages	.50	20,560.32	2015-2016
N	Goudey, Katrina B.	M.F.A.	Lecturer	English	.75	11,250.00	Fall 2015
R	Hadder, Neill	Ph.D.	Sr. Lecturer	Anthropology	1.00	48,985.94	2015-2016
R	Hammett, Chad A.	M.F.A.	Sr. Lecturer	English	1.00	45,047.90	2015-2016
R	Hanson, Susan K.	M.A.	Sr. Lecturer	English	.75	21,299.35	Fall 2015
N	Harmon, Stephen	M.A.	Lecturer	English	.50	7,500.00	Fall 2015
R	Harrington, Emily	M.A.	Sr. Lecturer	Modern Languages	1.00	43,440.98	2015-2016
R	Henderson, Richard	M.A.	Sr. Lecturer	Political Science	1.00	52,820.36	2015-2016
R	Hernandez, Rodolfo	M.A.	Lecturer	Political Science	1.00	47,000.00	2015-2016
R	Hickman, Lois M.	M.A.I.S.	Sr. Lecturer	Sociology	1.00	45,394.08	2015-2016
R	Hill, Kayla A.	M.A.	Lecturer	Modern Languages	1.00	40,314.12	2015-2016
R	Hobbs-Darilek, Kyla	M.A.	Lecturer	Philosophy	1.00	24,000.03	24,000.03
R	Huber, John D.	Psy.D.	Sr. Lecturer	Psychology	1.00	45,786.38	2015-2016
R	Huebner, Donald	Ph.D.	Sr. Lecturer	Geography	1.00	54,822.22	2015-2016
R	Hunton-Chan, Winifred	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Inbody, Donald S.	Ph.D.	Sr. Lecturer	Political Science	1.00	50,238.60	2015-2016
N	Istvan, Michael	M.A.	Lecturer	Philosophy	1.00	19,538.50	2015-2016
N	Jammes, Suzon	Ph.D.	Sr. Lecturer	Geography	1.00	49,095.00	2015-2016
R	Jensen, William	M.F.A.	Lecturer	English	.50	16,848.45	2015-2016
R	Johnson, Christopher J.	Ph.D.	Clinical Professor	Sociology	1.00	76,000.07	2015-2016
R	Johnson, Vanessa	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Keltner, Daniel L.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
N	Kim, Seoyoun	Ph.D.	Asst. Prof.	Sociology	1.00	59,000.00	2015-2016
R	Knippen, James, III	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Kosmitis, Lindy M.	M.A.	Sr. Lecturer	English	1.00	43,191.95	2015-2016
R	Kucera, Neil W.	J.D.	Lecturer	Geography	.75	30,750.06	2015-2016
R	Laird, Edgar S.	Ph.D.	Distinguished Professor	English	.25	16,411.02	2015-2016
R	Lamb Webber, Lisa A.	M.S.	Sr. Lecturer	Sociology	1.00	42,274.72	2015-2016
R	Lannon, Deirdre	M.A.	Sr. Lecturer	History	1.00	36,376.11	2015-2016
R	Larson, Robert D.	Ph.D.	Professor	Geography	.50	28,952.37	Fall 2015
R	LeBlanc, Theresa	M.F.A.	Lecturer	English	.25	9,440.19	2015-2016
R	Lemoine, Florence	M.A.	Lecturer	Modern Languages	.75	30,235.59	2015-2016
R	Limage Montesinos, Lupita	Ph.D.	Sr. Lecturer	Modern Languages	1.00	46,605.30	2015-2016
R	Linville, Emiko M.	M.A.	Lecturer	Modern Languages	.50	20,560.30	2015-2016
N	Loftus, Timothy T.	Ph.D.	Professor of Practice	Geography	1.00	112,500.00	2015-2016
R	Mann, Bryan N.	Ph.D.	Sr. Lecturer	History	1.00	42,876.51	2015-2016
R	Margrave, Christopher K.	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Marquiss, Christopher S.	M.F.A.	Lecturer	English	.25	8,438.85	2015-2016

R	Mauck, Jeffrey	Ph.D.	Sr. Lecturer	History	1.00	54,615.53	2015-2016
N	May, Whitney S.	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Mayberry, Azucena	Ph.D.	Sr. Lecturer	Psychology	1.00	42,473.84	2015-2016
R	McKeown, Ashley	Ph.D.	Lecturer	English	1.00	54,590.01	2015-2016
R	Meeks, Amy M.	Ph.D.	Sr. Lecturer	Psychology	1.00	47,576.40	2015-2016
R	Mehrinfar, Kamron	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Mehta, Binita V.	Ph.D.	Sr. Lecturer	Philosophy	1.00	45,827.33	2015-2016
R	Melgar, Alba E.	M.A.	Sr. Lecturer	Modern Languages	1.00	42,918.99	2015-2016
R	Mellard, Jason D.	Ph.D.	Lecturer	History	1.00	37,050.70	2015-2016
R	Meyer, Amanda	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
N	Moeller, Uwe	Ph.D.	Lecturer	Modern Languages	1.00	19,000.00	Fall 2015
R	Mora, Sherri L.	M.A.	Sr. Lecturer	Political Science	1.00	64,131.99	2015-2016
R	Morin, Tomas Q.	M.F.A.	Sr. Lecturer	English	1.00	44,225.47	2015-2016
R	Moriuchi, Mayumi	Ph.D.	Sr. Lecturer	Modern Languages	1.00	48,940.41	2015-2016
R	Mosel-Talavera, Kelly M.	M.A.	Sr. Lecturer	Sociology	1.00	45,228.52	2015-2016
R	Moses, Russell G.	Ph.D.	Lecturer	Philosophy	1.00	41,295.00	2015-2016
R	Motz, Stephanie A.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Mullen, Graeme B.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Needham, Keith A.	M.A.	Sr. Lecturer	English	1.00	49,734.47	2015-2016
R	Newcomer, Lara T.	M.A.	Lecturer	History	1.00	36,000.00	2015-2016
R	Newling, Kay M.	M.A.	Sr. Lecturer	Sociology	1.00	43,467.49	2015-2016
R	Noll, Michael T.	M.F.A.	Lecturer	English	1.00	15,632.55	Fall 2015
R	Noll, Stephanie L.	M.F.A.	Sr. Lecturer	English	1.00	50,381.02	2015-2016
R	North, Amanda K.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Oliver, Michele	Ph.D.	Lecturer	Psychology	1.00	45,308.89	2015-2016
R	Ozturk, Burcak T.	Ph.D.	Lecturer	Philosophy	1.00	38,435.08	2015-2016
R	Parent, Patricia C.	Ph.D.	Sr. Lecturer	Political Science	1.00	56,092.40	2015-2016
R	Pepas, Samantha	M.A.	Lecturer	Philosophy	1.00	24,912.08	2015-2016
R	Perilloux, Carin J.	Ph.D.	Lecturer	Psychology	1.00	39,057.84	2015-2016
R	Perna, Maryann	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Peters, Danny W.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Pierson, Colin R.	M.S.	Sr. Lecturer	Sociology	1.00	41,200.05	2015-2016
R	Pilkington, Francine	M.F.A.	Lecturer	English	1.00	19,056.78	Fall 2015
R	Pisak, Gyongyi	Ph.D.	Lecturer	Modern Languages	.75	29,355.03	2015-2016
R	Price, Daniel J.	M.A.	Sr. Lecturer	English	1.00	41,689.35	2015-2016
R	Price, Robert	Ph.D.	Sr. Lecturer	Sociology	1.00	52,155.43	2015-2016
R	Reed, Benjamin A.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Reesor, Nevitt D.	Ph.D.	Lecturer	Philosophy	1.00	41,295.00	2015-2016
R	Robertson, Richard	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Rogers, Robyn R.	M.Ed.	Sr. Lecturer	Psychology	1.00	63,270.82	2015-2016
R	Romero, Rachel	Ph.D.	Sr. Lecturer	Sociology	1.00	49,181.89	2015-2016
R	Rose, Sean G.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Rosenbaum, Michael J.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Ross, Rebekah J.	M.A.	Sr. Lecturer	Philosophy	1.00	44,482.71	2015-2016
N	Salzmann, Alicia	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Schaefer, Edward	M.A.	Lecturer	English	1.00	15,390.32	Fall 2015
R	Schiely, Lauren E.	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
N	Schoch-Spana, Monica L.	Ph.D.	Research Assoc. Prof.	Anthropology	1.00	0.00	2015-2016
R	Seay, Ollie J.	Ph.D.	Clinical Asst. Professor	Psychology	1.00	59,157.42	2015-2016
R	Selcraig, James T.	Ph.D.	Sr. Lecturer	History	1.00	55,579.94	2015-2016
R	Shepherd, Anna M.	M.F.A.	Lecturer	English	.75	11,250.00	Fall 2015
R	Siegenthaler, Peter	Ph.D.	Sr. Lecturer	History	1.00	45,906.35	2015-2016
R	Sims, Laura	M.A.	Sr. Lecturer	English	1.00	39,000.00	Fall 2015
R	Siwak, Ewa	Ph.D.	Sr. Lecturer	Modern Languages	1.00	41,942.86	2015-2016
R	Smith, David A.	J.D.	Lecturer	Political Science	1.00	47,000.00	2015-2016
R	Smith, Jon M.	M.F.A.	Sr. Lecturer	English	1.00	45,099.66	2015-2016
R	Sprayberry-	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015

	Thompson, Dana						
R	Surovell, Jonathan	Ph.D.	Lecturer	Philosophy	1.00	38,435.08	2015-2016
R	Synnestvedt, Cedric	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Szymczak, Daniel	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Thorington, Jennifer	M.A.	Lecturer	Philosophy	1.00	24,000.03	2015-2016
R	Tilka, Susan D.	M.A.	Sr. Lecturer	English	1.00	56,802.76	2015-2016
R	Townsend, Christi	Ph.D.	Lecturer	Geography	1.00	42,000.04	2015-2016
R	Utley, Dan K.	M.A.	Lecturer	History	1.00	39,572.28	2015-2016
R	VanderLind, Blake	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Velasquez, Gloria	M.A.	Sr. Lecturer	Modern Languages	1.00	43,201.35	2015-2016
R	Villarreal, Tina	M.S.	Sr. Lecturer	Sociology	1.00	41,200.05	2015-2016
R	Wagner, Jonathan	M.S.	Sr. Lecturer	Geography	1.00	48,281.05	2015-2016
R	Wallenstein, Eric	M.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Watson, Coleen	M.A.	Lecturer	Philosophy	1.00	24,912.08	2015-2016
R	Wells, Jeremy L.	Ph.D.	Lecturer	Political Science	1.00	47,000.00	2015-2016
N	Whalen, Jennifer K.	M.F.A.	Lecturer	English	.75	22,500.00	2015-2016
R	Whitehawk, Michael	M.A.	Sr. Lecturer	Sociology	1.00	40,490.15	2015-2016
N	Wiegman, Isaac T.	Ph.D.	Lecturer	Philosophy	1.00	39,077.01	2015-2016
R	Wilson, Carolina	M.A.	Lecturer	Modern Languages	.50	20,971.44	Fall 2015
R	Wilson, Paul A.	M.A.	Sr. Lecturer	Philosophy	1.00	44,482.71	2015-2016
R	Winchell, Anne E.	M.F.A.	Lecturer	English	1.00	15,721.65	Fall 2015
R	Wivagg, Jonathan	Ph.D.	Sr. Lecturer	Sociology	.25	10,813.56	2015-2016
R	Wood, Karen L.	M.F.A.	Lecturer	English	1.00	15,000.03	Fall 2015
R	Youree, Sarah	M.A.	Sr. Lecturer	English	1.00	42,470.31	2015-2016

COLLEGE OF SCIENCE AND ENGINEERING

R	Abel, Michael G.	Ph.D.	Sr. Lecturer	Biology	1.00	48,869.40	2015-2016
R	Aspbury, Andrea	Ph.D.	Sr. Lecturer	Biology	1.00	56,257.96	2015-2016
R	Balmer, Elizabeth	M.S.	Lecturer	Mathematics	1.00	40,960.05	2015-2016
R	Banta, Marilyn R.	Ph.D.	Sr. Lecturer	Biology	1.00	53,526.66	2015-2016
R	Bergeler, Elmar	Ph.D.	Lecturer	Physics	1.00	45,320.01	2015-2016
R	Bergh, Joel J.	Ph.D.	Sr. Lecturer	Biology	1.00	48,869.39	2015-2016
R	Betros, Glynda B.	M.S.	Sr. Lecturer	Mathematics	1.00	44,755.24	2015-2016
R	Burch, Tammy M.	M.S.	Lecturer	Mathematics	1.00	38,628.62	2015-2016
R	Casey, Michael L.	Ph.D.	Sr. Lecturer	Engineering	1.00	60,055.06	2015-2016
R	Chase, Timothy M.	Ph.D.	Lecturer	Mathematics	1.00	41,120.05	2015-2016
N	Compeau, Cecil Richard, Jr.	Ph.D.	Sr. Lecturer	Engineering	1.00	65,000.00	2015-2016
R	Compton, Ross D.	Ph.D.	Associate Professor Emeritus	Chemistry and Biochemistry	.50	37,661.43	2015-2016
N	Cousino, Andrew	Ph.D.	Lecturer	Mathematics	1.00	40,000.05	2015-2016
N	Cross, Christopher	Ph.D.	Lecturer	Mathematics	1.00	40,000.05	2015-2016
R	Dalrymple, Leslie	M.S.	Lecturer	Mathematics	1.00	40,250.78	2015-2016
N	Damin, Craig A.	Ph.D.	Lecturer	Chemistry and Biochemistry	.50	22,000.05	2015-2016
R	Davenport, Rachel	Ph.D.	Sr. Lecturer	Biology	1.00	51,176.37	2015-2016
R	David, Wendi M.	Ph.D.	Sr. Lecturer	Chemistry and Biochemistry	1.00	54,710.75	2015-2016
N	Davila, Randy R.	M.A.	Lecturer	Mathematics	1.00	36,000.00	2015-2016
R	Dharmasiri, Sunethra	Ph.D.	Sr. Lecturer	Biology	1.00	49,614.79	2015-2016
R	Doescher, Russell	M.S.	Sr. Lecturer	Physics	1.00	48,484.71	2015-2016
R	Dorman, Walter A.	M.S.	Sr. Lecturer	Mathematics	1.00	47,647.01	2015-2016
R	Dorsey, Christopher L.	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	48,347.61	2015-2016
R	Edirisooriya, Madhavia	Ph.D.	Research Asst. Professor	Materials Science, Engineering, and Commercialization	1.00	37,867.50	2015-2016
R	Gerlofs, Maureen	M.S.	Lecturer	Mathematics	1.00	42,885.70	2015-2016
R	Gholoom, Husain	M.A.	Lecturer	Computer Science	1.00	52,516.20	2015-2016
R	Gray, Joel W.	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	44,862.78	2015-2016
R	Gregory, Amanda	M.S.	Lecturer	Physics	1.00	42,000.03	2015-2016
R	Grilliette, William	Ph.D.	Lecturer	Mathematics	1.00	41,120.05	2015-2016
R	Gronberg, Sharon	Ph.D.	Sr. Lecturer	Mathematics	1.00	64,310.82	2015-2016

R	Gutt-Lehr, Joanna	M.S.	Lecturer	Mathematics	1.00	38,696.65	2015-2016
R	Hager, Cassandra	Ph.D.	Sr. Lecturer	Engineering Technology	1.00	53,861.34	2015-2016
N	Hanusch, Sarah E.	Ph.D.	Lecturer	Mathematics	1.00	40,000.05	2015-2016
R	Hanzel, David W.	M.Ed.	Sr. Lecturer	Engineering Technology	1.00	53,262.19	2015-2016
R	Harper, Mary B.	M.Ed.	Sr. Lecturer	Biology	1.00	45,231.77	2015-2016
R	Holland, Cory L.	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	44,000.01	2015-2016
R	Holtz, Susan L.	Ph.D.	Sr. Lecturer	Physics	1.00	48,277.00	2015-2016
N	Hruzek, Emilie A.	M.S.	Lecturer	Mathematics	1.00	36,000.00	2015-2016
R	Ioudina, Vera	Ph.D.	Lecturer	Mathematics	1.00	41,745.75	2015-2016
R	Jones, Theresa L.	Ph.D.	Lecturer	Mathematics	1.00	42,329.26	2015-2016
R	Juett, Jason R.	Ph.D.	Lecturer	Mathematics	1.00	41,120.05	2015-2016
R	Kakirde, Kavita S.	Ph.D.	Sr. Lecturer	Biology	1.00	48,217.91	2015-2016
R	Knittel, Jarred L.	M.S.	Lecturer	Mathematics	1.00	38,545.89	2015-2016
R	Koh, Lee-Song	Ph.D.	Sr. Lecturer	Computer Science	1.00	57,992.72	2015-2016
R	Kumar, Manish	Ph.D.	Sr. Lecturer	Biology	1.00	48,394.94	2015-2016
R	Larson, Lawrence	Ph.D.	Professor of Practice	Engineering	1.00	112,253.78	2015-2016
N	Lee, Marvin K.	M.Ed.	Lecturer	Mathematics	1.00	38,000.07	2015-2016
R	Lemke, Maureen	M.A.	Sr. Lecturer	Biology	1.00	52,820.74	2015-2016
N	Limmer, Douglas	Ph.D.	Lecturer	Mathematics	1.00	40,000.05	2015-2016
R	Londa, Michelle	Ph.D.	Sr. Lecturer	Engineering	1.00	53,457.85	2015-2016
R	Lowe, Shane A.	M.Ed.	Lecturer	Mathematics	1.00	38,971.25	2015-2016
R	Lund, Merrie E.	M.S.	Lecturer	Mathematics	1.00	39,432.22	2015-2016
N	Lunk, Brandon R.	Ph.D.	Lecturer	Physics	1.00	45,000.00	2015-2016
R	McCabe, Glenn A.	M.S.	Lecturer	Mathematics	1.00	38,375.00	2015-2016
R	McVey, William, III	M.S.	Sr. Lecturer	Chemistry and Biochemistry	1.00	45,124.50	2015-2016
R	Miller, Micah I.	Ph.D.	Lecturer	Mathematics	1.00	40,960.05	2015-2016
N	Montalvo, Sedriel	M.S.	Lecturer	Chemistry and Biochemistry	1.00	35,000.00	2015-2016
R	Mount, Jennifer D.	Ph.D.	Sr. Lecturer	Physics	1.00	48,230.98	2015-2016
R	Nankervis, Bryan	Ph.D.	Sr. Lecturer	Mathematics	1.00	63,535.89	2015-2016
N	Nie, Bikai	M.S.	Lecturer	Mathematics	1.00	40,000.05	2015-2016
R	Patterson, Donald	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	51,450.12	2015-2016
R	Patterson, Mary J.	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	51,612.01	2015-2016
R	Pesthy, Carolyn	Ph.D.	Sr. Lecturer	Biology	1.00	53,438.38	2015-2016
R	Peterson, Michael	M.Ed.	Lecturer	Mathematics	.75	30,377.15	2015-2016
R	Phillips, Ronn	Ph.D.	Lecturer	Engineering	.75	29,047.86	2015-2016
R	Pool, William R.	M.S.	Sr. Lecturer	Engineering Technology	1.00	54,008.67	2015-2016
R	Powell, Clois E.	Ph.D.	Lecturer	Materials Science, Engineering, and Commercialization	.25	10,300.08	2015-2016
R	Prabhakaran, Thoniot T.	Ph.D.	Sr. Lecturer	Biology	1.00	54,753.66	2015-2016
R	Priebe, Roger L.	Ph.D.	Sr. Lecturer	Computer Science	1.00	61,084.41	2015-2016
R	Prueitt, Paul S.	Ph.D.	Lecturer	Mathematics	1.00	41,120.05	2015-2016
R	Ratliff, Ernest F., Jr.	Ph.D.	Associate Professor Emeritus	Mathematics	.50	48,001.61	2015-2016
R	Ray, Douglas W., Jr.	M.S.	Sr. Lecturer	Mathematics	1.00	43,941.33	2015-2016
R	Reichenau, Becky	M.S.	Sr. Lecturer	Computer Science	1.00	61,537.42	2015-2016
R	Rowe, Scott L.	M.Ed.	Sr. Lecturer	Engineering Technology	.75	44,219.33	2015-2016
R	Rudzinski, Walter	Ph.D.	Professor	Chemistry and Biochemistry	.50	56,880.27	2015-2016
R	Rusnak, Lucas J.	Ph.D.	Sr. Lecturer	Mathematics	1.00	47,524.36	2015-2016
R	Scolfaro, Luisa M.	Ph.D.	Sr. Lecturer	Physics	1.00	60,000.03	2015-2016
R	Seaman, Jill M.	Ph.D.	Lecturer	Computer Science	1.00	54,310.15	2015-2016
R	Seol, Youngsoo	Ph.D.	Lecturer	Mathematics	1.00	19,897.38	Fall 2015
R	Sharma, Vivek	M.S.	Sr. Lecturer	Engineering Technology	1.00	54,830.73	2015-2016
R	Shroff, Piyush R.	Ph.D.	Lecturer	Mathematics	1.00	44,290.52	2015-2016
R	Simpson, Erica N.	Ph.D.	Sr. Lecturer	Biology	1.00	50,616.44	2015-2016
R	Smith, Daniel A.	M.S.	Sr. Lecturer	Biology	1.00	48,759.78	2015-2016
N	Skelton, Joseph	M.S.	Lecturer	Biology	1.00	36,000.00	Fall 2015
R	Spencer, Bobbi J.	M.Arch.	Sr. Lecturer	Engineering Technology	1.00	51,215.83	2015-2016
R	Streusand, Barry I.	Ph.D.	Lecturer	Chemistry and Biochemistry	1.00	54,537.01	2015-2016
R	Talley, Austin B.	Ph.D.	Sr. Lecturer	Engineering	1.00	55,000.00	2015-2016

R	Walker, Amanda N.	M.S.	Lecturer	Mathematics	1.00	37,508.00	2015-2016
R	Westbrook, Thersa	Ph.D.	Lecturer	Mathematics	1.00	49,317.32	2015-2016
R	Wilson, Samuel N.	M.S.	Lecturer	Mathematics	1.00	37,941.73	2015-2016
N	Woytek, Kelly J.	Ph.D.	Lecturer	Biology	1.00	47,422.08	2015-2016
R	Zare, Khalil	Ph.D.	Lecturer	Engineering	1.00	46,188.00	2015-2016
R	Zielinski, Gary M.	M.S.	Sr. Lecturer	Mathematics	1.00	55,162.32	2015-2016

HONORS COLLEGE

R	Haas, Ronny M.	Ph.D.	Lecturer	Honors College	1.00	41,156.01	2015-2016
R	McCabe, Diann A.	M.F.A.	Sr. Lecturer	Honors College	1.00	68,965.96	2015-2016

UNIVERSITY COLLEGE

R	Carter, Temple M.	M.Ed.	Sr. Lecturer	University College	1.00	43,260.03	2015-2016
R	Chrans, Lisa J.	M.A.	Sr. Lecturer	University College	1.00	50,625.97	2015-2016
R	Marquiss, Christopher S.	M.F.A.	Sr. Lecturer	University College	.75	38,925.37	2015-2016
R	Peterson, Michael	M.Ed.	Lecturer	University College	.25	9,748.52	2015-2016
N	Roethler, Jeremy	Ph.D.	Lecturer	University College	1.00	52,000.00	2015-2016

Texas State University

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Algoe, Eric, M.B.A., Vice President, Finance and Support Services, Vice President for Finance and Support Services, at a 12-month rate of \$294,999, on a full-time basis, effective September 1, 2015.
2. Blair, Karen A., B.B.A., Assistant Coach, Women's Basketball, at a 12-month rate of \$66,398, on a full-time basis, effective July 27, 2015.
3. Caldwell, Ruth, M.A., Research Coordinator, College of Fine Arts and Communication, at a 12-month rate of \$50,004, on a full-time basis, effective September 28, 2015.
4. Chancellor, James D., M.A., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective July 6, 2015.
5. Cockrell, Shea K., B.S., Environmental Health and Safety Specialist, Environmental Health, Safety and Risk Management, at a 12-month rate of \$47,592, on a full-time basis, effective August 10, 2015.
6. Cooper, Staci L., B.S., Major Gift Officer, VP for University Advancement, at a 12-month rate of \$97,000, on a full-time basis, effective September 21, 2015.
7. Daniel, James D., B.A., Systems Administrator I, Core Systems, at a 12-month rate of \$65,000, on a full-time basis, effective August 17, 2015.
8. Davis, Jill K., B.S., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$32,400, on a full-time basis, effective July 27, 2015.
9. Davis, Benjamin W., H.S., Systems Administrator I, Core Systems, at a 12-month rate of 60,999, on a full-time basis, effective August 17, 2015.
10. Escamilla, Gina M., B.B.A., Academic Advisor I, Round Rock Campus, at a 12-month rate of \$32,000, on a full-time basis, effective August 24, 2015.
11. Fisher, Jordan R., M.S., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective August 1, 2015.
12. Ganesan, Vyasari M., M.F.A., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$32,400, on a full-time basis, effective July 27, 2015.
13. Holzer, Lucinda M., H.S., Systems Support Specialist, Office of the University Registrar, at a 12-month rate of \$48,000, on a full-time basis, effective July 13, 2015.
14. Hughes, Harmony L., M.A., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective August 1, 2015.
15. Humphrey, Ronald B., B.S.E.E., Engineering Project Manager, Utility Operations, at a 12-month rate of \$94,752, on a full-time basis, effective August 31, 2015.
16. Kytan, Alexandra M., M.A., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective July 6, 2015.
17. Lees, Addie F., M.S., Assistant Coach, Women's Basketball, at a 12-month rate of \$66,398, on a full-time basis, effective August 31, 2015.
18. McCormick, Tosca M., B.S., Coordinator, Employer Outreach, Career Services, at a 12-month rate of \$44,004, on a full-time basis, effective August 31, 2015.
19. Pierce, Kenneth R., M.S., Assistant to the President, President's Office, at a 12-month rate of \$215,000, on a full-time basis, effective July 6, 2015.
20. Provence, Markus M., B.A., Program Staff, Counseling Center, at a 12-month rate of \$30,000, on a full-time basis, effective August 10, 2015.
21. Riley, Rachel N., B.S., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$34,400, on a full-time basis, effective August 17, 2015.
22. Solis, Carlos R., Ph.D., Associate Vice President, Instructional Technologies Support, Instructional Technologies Support Administration, at a 12-month rate of \$129,999, on a full-time basis, effective July 13, 2015.
23. Stokes, Billy R., Ph.D., Research Associate, Center for P-16 Initiatives, at a 12-month rate of \$25,200, on a full-time basis, effective September 28, 2015.

24. Swynenberg, Victoria B., M.S.N., Nurse Practitioner, Student Health, at a 12-month rate of \$43,200, on a full-time basis, effective July 13, 2015.
25. Trosky, Brittany D., M.A., Academic Advisor I, PACE Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective September 8, 2015.
26. Vaughn, Brittanie T., M.A., Assistant Athletic Trainer, Athletic Trainers, at a 12-month rate of \$37,000, on a full-time basis, effective August 5, 2015.
27. Willis, LeAnna M., M.Ed., Residence Hall Director, Department of Housing and Residential Life, at a 12-month rate of \$30,216, on a full-time basis, effective July 6, 2015.
28. Zeier, Brittany N., B.A., Child Care Teacher, Child Development Center, at a 12-month rate of \$30,000, on a full-time basis, effective September 21, 2015.
29. Unger, Michael A., M.A., Program Staff, Counseling Center, at a 12-month rate of \$30,000, on a full-time basis, effective August 10, 2015.

RESIGNATIONS

1. Adams, Kimberly S., Residence Hall Director, Department of Housing and Residential Life, effective July 14, 2015.
2. Aguas, Cynthia, Grant Coordinator, Upward Bound, effective August 29, 2015.
3. Anand, Hilary A., Program Staff, Counseling Center, effective July 30, 2015.
4. Barrera, Michael R., Supervisor, College Academic Advising, University College, effective September 19, 2015.
5. Beuerlein, Robert M., Graphic Artist I, Sport Information, effective September 19, 2015.
6. Blair, Karen A., Assistant Coach, Women's Basketball, effective August 6, 2015.
7. Boone, Dana, Head Coach, Track, effective August 8, 2015.
8. Bumbara, Valene A., Academic Advisor I, McCoy Academic Advising Center, effective August 8, 2015.
9. Buratti, James P., Senior User Services Consultant/Webmaster, Educational Technology Center, effective September 12, 2015.
10. Chavez, Andres, Grant Specialist, University College, effective July 1, 2015.
11. Contreras, Jaclyn A., Academic Advisor I, Fine Arts and Communication Academic Advising Center, effective July 25, 2015.
12. Covington, Annette, User Services Consultant I, Educational Technology Center, effective September 1, 2015.
13. Evans, Bethany J., Program Staff, Counseling Center, effective August 8, 2015.
14. Geller, Daryl W., Programmer Analyst II, Enterprise Systems, effective September 2, 2015.
15. Gonzalez, Neyda A., Grant Specialist, University College, effective July 1, 2015.
16. Gonzalez, Norma C., Grant Specialist, University College, effective July 1, 2015.
17. Guerrero, Miguel S., Career Advisor, Career Services, effective September 12, 2015.
18. Hall, Janan A., Nurse Practitioner, Student Health, effective August 20, 2015.
19. Henry, LaTonya Y., Assistant Director, Career Services, Career Services, effective September 11, 2015.
20. Jackson, Bryan G., Assistant Coach, Track, effective August 15, 2015.
21. Jimenez, Marc U., Academic Advisor I, PACE Advising Center, effective July 6, 2015.
22. Knoedler, Timothy R., Grant Specialist, University College, effective July 1, 2015.
23. Lopez, Khrystyane T., Grant Specialist, University College, effective July 1, 2015.
24. Luhn, Jessica L., Academic Advisor I, University College Advising Center, effective August 31, 2015.
25. Mai, Nhu T., Program Staff, Counseling Center, effective July 18, 2015.
26. Manning, Nakaya K., Academic Advisor I, University College Advising Center, effective July 11, 2015.
27. Martinez, Mary H., Grant Director, Non-Faculty, The Education Institute, effective August 29, 2015.
28. Menn, Casey J., Coordinator, Employer Outreach, Career Services, effective July 2, 2015.
29. Molina, Veronica E, Grant Specialist, University College, effective July 1, 2015.
30. Montgomery, Luke A., Assistant Athletic Trainer, Athletic Trainers, effective August 1, 2015.

31. Munoz, Ernesto A., Certification Officer and Testing Coordinator, Office of Educator Preparation, effective July 25, 2015.
32. Nichols, Jennifer L., Child Care Teacher, Child Development Center, effective September 5, 2015.
33. O'Neill, William H., Program Staff, Texas School Safety Center, effective August 24, 2015.
34. Polin, Barry A., Academic Advisor I, Education Advising Center, effective July 17, 2015.
35. Saldivar, Victor, Residence Hall Director, Department of Housing and Residential Life, effective July 30, 2015.
36. Sandmann, Phillip S., Grant Specialist, Department of Geography, effective September 1, 2015.
37. Skinner, Allison N., Academic Advisor I, Round Rock Campus, effective July 21, 2015.
38. Strey, Yolanda, HUB Specialist, Procurement and Strategic Sourcing, effective August 31, 2015.
39. Stump, Mary M., Art Gallery Coordinator, School of Art and Design, effective July 1, 2015.
40. Thompson, John W., Assistant Coach, Football, effective September 29, 2015.
41. Toohey, Catherine J., Program Staff, Texas School Safety Center, effective July 11, 2015.
42. Wang, Yaoling, User Services Consultant II, Educational Technology Center, effective August 1, 2015.
43. Willard, Lisa J., Graphic Artist II, Office of University Marketing, effective August 14, 2015.

RETIREMENTS

1. Hughson, Jane, Senior Business Process Analyst, Enterprise Systems, effective September 1, 2015.
2. McKinnon, Ted M., Assistant Vice President, Development, Development, effective September 1, 2015.
3. Moss, Jo A., Assistant Director, Texas School Safety Center, Texas School Safety Center, effective August 22, 2015.
4. Nance, William A., Vice President, Finance and Support Services, Vice President for Finance and Support Services, effective September 1, 2015.
5. Slaughter, Jacqueline M., Manager, University Bookstore, effective September 1, 2015.
6. Strand, Elizabeth B., Director, Instructional Design, Instructional Design Support, effective September 1, 2015.
7. Wahl, Jerry R., Accountant III, Student Business Services and Bursars, effective August 4, 2015.
8. Wyatt, Carl V., Vice President, Information Technology, Vice President for Information Technology, effective September 1, 2015.

TERMINATIONS

1. Hollingsworth, William A. – Deceased
2. Torres, Matthew D., Academic Advisor I, University College Advising Center, effective September 11, 2015.

PROMOTIONS

1. Bailey, Nathan T., H.S., Network Technician to Network Administrator, Network Operations, at a 12-month rate of \$49,260, on a full-time basis, effective August 16, 2015.
2. Bolch, Kambra K., J.D., Publications Writer to Associate Dean, Academic Programs, University College, at a 12-month rate of \$103,000, on a full-time basis, effective July 6, 2015.
3. Collins, Zachary A., B.S., User Services Consultant I to User Services Consultant II, Educational Technology Center, at a 12-month rate of \$41,800, on a full-time basis, effective August 26, 2015.
4. Jensen, Ann E., M.A., Senior Instructional Designer to Director, Instructional Design, Instructional Design Support at a 12-month rate of \$104,931, on a full-time basis, effective September 1, 2015.
5. Jones, Taylor S., M.A., Academic Advisor I to Student Development Specialist I, PACE Advising Center, at a 12-month rate of \$39,187, on a full-time basis, effective August 17, 2015.
6. Leahy, Caitlin B., B.B.A., Senior Graduate Admissions Specialist to Publication Writer, The Graduate College, at a 12-month rate of \$48,000, on a full-time basis, effective September 27, 2015.

7. Long, Stephanie I., B.A., Administrative Assistant III to Certification Officer and Testing Coordinator, Office of Educator Preparation, at a 12-month rate of \$46,800, on a full-time basis, effective September 13, 2015.
8. Morales, Juan F., ASSOC., User Services Consultant I to Programmer Analyst I, Network Operations, at a 12-month rate of \$45,948, on a full-time basis, effective August 17, 2015.
9. Morgan Sr., Keylan G., M.Ed., Grant Director, Non-Faculty to Director, Student Success Initiatives, Texas Success Initiative Program, at a 12-month rate of \$75,760, on a full-time basis, effective August 17, 2015.
10. Mott, Abbi R., M.S., Grant Specialist to Grant Senior Coordinator, Department of Communication Studies, at a 12-month rate of \$55,000, on a full-time basis, effective September 1, 2015.
11. Nuttall, Bonet, B.S., Administrative Assistant II to Academic Advisor I, Education Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective August 2, 2015.
12. Pierce, Kenneth R., M.S., Assistant to President to Vice President, Information Technology, Vice President for Information Technology, at a 12-month rate of \$215,000, on a full-time basis, effective September 1, 2015.
13. Taylor, William S., M.A., Coordinator, Clinical Education Placement to On-Line Course Developer II, Instructional Design Support, at a 12-month rate of \$48,000, on a full-time basis, effective September 13, 2015.
14. Tyner, Eriko, M.A., Grant Specialist to Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$32,400, on a full-time basis, effective September 21, 2015.
15. Tyner, Jonathan., M.A., Academic Advisor I to Student Development Specialist II, Office of Disability Services, at a 12-month rate of \$45,000, on a full-time basis, effective July 13, 2015.
16. Von Stultz, Mei L., B.A., Assistant Director, Donor Services to Programmer Analyst II, Enterprise Systems, at a 12-month rate of \$76,500, on a full-time basis, effective August 26, 2015.

RECLASSIFICATION

1. Aidala, Heather A., Ph.D., from Senior Psychologist to Supervising Psychologist, Counseling Center, at a 12-month rate of \$78,960, on a full-time basis, effective September 1, 2015.
2. Chandler, Deborah A., CERT., from Business Manager, Student Health Center to Assistant Director, Student Health Center, Student Health, at a 12-month rate of \$70,065, on a full-time basis, effective August 1, 2015.
3. Crow, Curtis W., H.S., from Systems Support Specialist II to Systems Support Analyst, Round Rock Campus, at a 12-month rate of \$66,578, on a full-time basis, effective September 6, 2015.
4. Gaddis, Jonathon E., H.S., from Supervisor, Custodial Services to Contract Specialist, Facilities Management, at a 12-month rate of \$51,469, on a full-time basis, effective July 5, 2015.
5. Guel, Autumn B., MSIS., from Student Development Specialist I to Supervisor, Round Rock, Round Rock Campus, at a 12-month rate of \$49,260, on a full-time basis, effective September 1, 2015.
6. Harvey, Edith, H.S., from Assistant Director, Facilities Management to Assistant Director, Facilities Procurement Contractor, Facilities Management, at a 12-month rate of \$91,993, on a full-time basis, effective September 1, 2015.
7. Mendez, Elizabeth J., B.S., from Assistant Director, Facilities Planning, Design and Construction to Assistant Director, Facilities Procurement Contractor, Facilities Planning Design, at a 12-month rate of \$87,434, on a full-time basis, effective September 1, 2015.
8. Smith, Patrick A., M.Ed., from Senior Instructional Designer to Assistant Director, Instructional Design, Instructional Design Support, at a 12-month rate of \$85,000, on a full-time basis, effective August 1, 2015.

COMMISSIONED POLICE OFFICERS

1. Jaimes-Tavera, Ariel, effective August 31, 2015
2. Shafer, Jessica, effective August 31, 2015
3. Zitkus, Austin, effective July 6, 2105

**LAMAR INSTITUTE OF TECHNOLOGY
NOVEMBER 2015**

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. McNamara, Josh, B.A.A.S., Instructor II, effective 08/14/2015

RETIREMENTS

1. None to report.

LEAVE OF ABSENSE

1. None to report

NON-REAPPOINTMENTS

1. None to report

CHANGES IN STATUS/TITLE

1. Waldrep, Staci, M.S., Interim Department Chair, Allied Health and Sciences, at an annual salary of \$69,253, effective 08/01/2015

WITH TENURE

1. Johnson, Tonia, A.A.S., Instructor I, effective 01/01/16

Deceased

1. Parrott, Patti, M.S. Instructor II, deceased 10/19/2015

FACULTY APPOINTMENTS, New (N) and Renewal (R)

Name	Degree	Rank	Program	%FTE	Salary	Period
ALLIED HEALTH AND SCIENCE						
R Alford, Nathaniel	M.D.	Adjunct	Respiratory	.14	\$3,000	Fall 2015
N Barnes, Joshua	B.S.	Adjunct	Chemistry	.40	\$3,150	Fall 2015
R Barron, Bryan	D.C.	Instr. II	Biology	1.00	\$54,313	2015-2016
R Barron, Bryan	D.C.	Instr. II	Biology	.12	\$2,100	Fall 2015
R Barrow, Brenda	M.Ed.	Instr. IV	Radiology Tech	1.00	\$67,717	2015-2016
R Barrow, Brenda	M.Ed.	Coordinator	Radiology Tech	1.00	\$3,000	2015-2016
R Bland, Lisa	A.A.S.	Instr. I	Radiology Tech	1.00	\$43,814	2015-2016
R Boland, Deena	A.A.S.	Adjunct	Sonography	.60	\$9,800	Fall 2015
R Brown, Deborah	M.S.	Instr. III	Dental Hygiene	1.00	\$52,869	2015-2016
R Brown, Deborah	M.S.	Instr. III	Dental Hygiene	.20	\$2,100	Fall 2015
R Browning, Tami	A.A.S.	Adjunct	Dental Hygiene	.49	\$6,860	Fall 2015
R Cobb, Tena	A.A.S.	Instr. II	Health Info Tech	1.00	\$42,871	2015-2016
R Cross, Deborah	B.S.	Adjunct	Health Info Tech	.37	\$3,850	Fall 2015
R Cummings, Barbara	B.S.	Instr. I	Respiratory Care	1.00	\$43,851	2015-2016
N DeMoss, Michelle	B.S.	Adjunct	Dental Hygiene	.34	\$4,305	Fall 2015

R	DeRaneiri, Dianne	A.A.S.	Inst. I	Sonography	1.00	\$43,667	2015-2016
R	Dorsey, Monica	A.A.S.	Adjunct	Dental Hygiene	.11	\$1,365	Fall 2015
R	Fruge, Vicki	B.S.	Instr. III	Chemistry/Physics	1.00	\$58,818	2015-2016
R	Fruge, Vicki	B.S.	Instr. III	Chemistry/Physics	.20	\$2,100	Fall 2015
R	German, Terri	D.D.S.	Adjunct	Dental Hygiene	.11	\$3,120	Fall 2015
R	Grass, Connie	D.C.	Adjunct	Biology	.30	\$3,150	Fall 2015
R	Grass, Connie	D.C.	Adjunct	Biology	.23	\$2,362	12-Week
R	Gregory, Larry	B.S.	Adjunct	Chemistry	.40	\$4,200	Fall 2015
R	Griffin, Joy	B.S.I.T.	Inst. II	Occup. Safety	1.00	\$44,170	2015-2016
R	Griffin, Joy	B.S.I.T.	Director	Occup. Safety	1.00	\$2,400	2015-2016
R	Griffin, Joy	B.S.I.T.	Inst. II	Occup. Safety	.08	\$875	Fall 2015
R	Griffin, Richard	M.B.A.	Adjunct	Occup Safety	.25	\$2,625	Fall 2015
R	Harrell, Lisa	B.S.	Instr. II	Dental Hygiene	1.00	\$44,170	2015-2016
R	Hunt, Angela	Certificate	Adjunct	Sonography	.35	\$1,225	Fall 2015
R	Johnson, Tonia	A.A.S.	Instr. I	Cert. Nurse Asst.	1.00	\$42,571	2015-2016
N	Keith,Lindsay	A.A.S.	Adjunct	Sonography	.07	\$1,225	Fall 2015
R	Landry, Cynthia	A.A.S.	Adjunct	Child Care & Dev	.40	\$4,200	Fall 2015
R	Lanoué, Stephanie	M.A.	Instr. II	Biology	1.00	\$48,209	2015-2016
R	Lewis, Shunetta	B.G.S.	Instr. I	Pharmacy Tech	1.00	\$45,381	2015-2016
R	Lewis, Shunetta	B.G.S.	Director	Pharmacy Tech	1.00	\$2,400	2015-2016
R	Lewis, Shunetta	B.G.S.	Instr. I	Pharmacy Tech	.05	\$525	Fall 2015
R	Mann, Melissa	A.A.S.	Instr. I	Sonography	1.00	\$42,571	2015-2016
R	McKinley, Cynthia	B.A.A.S.	Instr. IV	Respiratory Care	1.00	\$53,605	2015-2016
R	McMahon, Gina	A.A.S.	Instr. II	Radiology Tech	1.00	\$45,780	2015-2016
R	Mendoza, Kristina	D.D.S.	Adjunct	Dental Hygiene	.21	\$2,835	Fall 2015
R	Morgan, Harry	M.Ed.	Adjunct	Biology	.70	\$7,350	Fall 2015
R	Nance, Sheryl	B.A.A.S.	Instr. IV	Radiology Tech	1.00	\$54,061	2015-2016
R	Nantz, William	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,440	Fall 2015
R	Neal, Bryan	B.S.	Adjunct	Chemistry	1.00	\$10,500	Fall 2015
R	Nwankwo, Ngozi	B.S./M.B.A.	Adjunct	Respiratory Care	.07	\$1,440	Fall 2015
R	Parrott, Patti	M.S.	Instr. II	Dental Hygiene	1.00	\$47,551	2015-2016
R	Porter, Jackson	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,440	Fall 2015
R	Quinn, Ginger	M.B.A.	Instr. I	Respiratory Care	1.00	\$48,209	2015-2016
R	Robinson, Samantha	B.A.A.S.	Instr. I	Radiology Tech	1.00	\$43,810	2015-2016
R	Rogers, Lori	B.S.	Instr. II	Dental Hygiene	1.00	\$43,810	2014-2015
R	Sandusky, Renee	B.S.	Instr. I	Dental Hygiene	1.00	\$43,526	2015-2016
R	Shaw, Arthur	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,440	Fall 2015
R	Smith, April	A.A.S.	Instr. I	Radiology Tech	1.00	\$43,337	2015-2016
R	Smith, Roberta	A.A.S.	Adjunct	Health Info Tech	.25	\$2,100	Fall 2015
R	Stinebrickner, Lacey	A.A.S.	Instr. I	Sonography	1.00	\$42,931	2015-2016
R	Taylor, Stacy	A.A.S.	Instr. I	Respiratory Care	1.00	\$42,765	2015-2016
R	Thornton, Griselda	A.A.S.	Adjunct	Radiology	.64	\$6,400	Fall 2015
R	Tinsley, Judy	A.A.S.	Instr. II	Sonography	1.00	\$46,620	2014-2015
R	Tinsley, Judy	A.A.S.	Coordinator	Sonography	1.00	\$3,000	2015-2016
R	Tornwall, Ruth	M.S.	Instr. IV	Dental Hygiene	1.00	\$74,221	2015-2016
R	Tornwall, Ruth	M.S.	Coordinator	Dental Hygiene	1.00	\$3,000	2015-2016
R	Walden, Gwen	B.S.	Instr. II	Respiratory Care	1.00	\$47,029	2015-2016
R	Walden, Gwen	B.S.	Coordinator	Respiratory Care	1.00	\$3,000	2015-2016
R	Waldrep, Staci	M.S.	Instr. III	Health Info Tech	1.00	\$69,253	2015-2016

R	Waldrep, Staci	M.S.	Dept. Chair	Allied Health	1.00	\$6,000	2015-2016
R	Waldrep, Staci	M.S.	Instr. III	Health Info Tech	.50	\$5,250	Fall 2015
R	Waldrep, Staci	M.S.	Coordinator	Health Info Tech	1.00	\$3,000	2015-2016
R	Waldrep, Staci	M.S.	Adjunct	Health Info Tech	.25	\$2,625	12-Week
N	Ware, Lauren	B.S.	Adjunct	Chemistry	.25	\$2,625	Fall 2015
R	West, Samantha	B.S.	Adjunct	Health Info Tech	.62	\$6,475	Fall 2015
R	White, John	D.D.S.	Adjunct	Dental Hygiene	.05	\$1,680	Fall 2015
R	Wiggins, Robert	D.D.S.	Adjunct	Dental Hygiene	.12	\$3,360	Fall 2015
R	Williams, Gail	M.S.	Instr. IV	Child Care & Dev	1.00	\$67,717	2015-2016
R	Williams, Gail	M.S.	Director	Child Care & Dev	1.00	\$2,400	2015-2016
R	Williams, Roland	D.D.S.	Adjunct	Dental Hygiene	.12	\$3,360	Fall 2015
R	Yaseen, Niveen	Ed.D.	Adjunct	Chemistry	.40	\$4,200	Fall 2015

BUSINESS TECHNOLOGIES

R	Arnold, Lauri	M.Ed.	Instr. II	Comp. Networking	1.00	\$49,478	2015-2016
R	Arnold, Lauri	M.Ed.	Director	Comp. Networking	1.00	\$2,400	2015-2016
R	Arnold, Lauri	M.Ed.	Instr. II	Comp. Networking	.73	\$7,700	Fall 2015
R	Booth, Kara	M.B.A.	Instr. II	Management	1.00	\$48,406	2015-2016
R	Booth, Kara	M.B.A.	Director	Management	1.00	\$2,400	2015-2016
R	Booth, Kara	M.B.A.	Instr. II	Management	.27	\$2,800	Fall 2015
R	Bourgeois, Luke	B.A.A.S.	Instr. II	Comp. Networking	1.00	\$44,774	2015-2016
R	Bourgeois, Luke	B.A.A.S.	Instr. II	Comp. Networking	.66	\$7,000	Fall 2015
R	Bourgeois, Luke	B.A.A.S.	Instr. II	Comp. Networking	.67	\$4,974	Fall 2015
R	Cobb, B	B.S.	Adjunct	Comp. Networking	.53	\$5,600	Fall 2015
R	Hill, Angela	M.E.	Instr. II	Comp. Networking	1.00	\$53,247	2015-2016
R	Hill, Angela	M.E.	Instr. II	Comp. Networking	.20	\$2,100	12-Week
R	Hudnall, Stephen	A.A.S.	Instr. I	Real Estate	1.00	\$42,571	2015-2016
R	Jacobs, Sharon	M.Ed.	Instr. II	Bus Comp Info	1.00	\$48,209	2015-2016
R	Jacobs, Sharon	M.Ed.	Instr. II	Bus Comp Info	.03	\$350	Fall 2015
R	McNamara, Josh	B.A.A.S.	Adjunct	Bus Comp Info	.20	\$2,100	Fall 2015
R	Peyton, Carole	M.A.	Adjunct	Management	.20	\$2,100	Fall 2015
R	Pratt, Jonathan	M.S.	Instr. I	Accounting	1.00	\$46,557	2015-2016
R	Pratt, Jonathan	M.S.	Instr. I	Accounting	.40	\$4,200	Fall 2015
R	Rivera, Lizzette	M.A.	Instr. II	Office Technology	1.00	\$56,220	2015-2016
R	Rivera, Lizzette	M.A.	Instr. II	Office Technology	.30	3,150	Fall 2015
R	Stewart, Sean	B.B.A.	Adjunct	Comp. Networking	.26	\$2,800	Fall 2015
R	Storbeck, Tim	B.A.A.S.	Instr. II	Comp. Networking	1.00	\$49,573	2015-2016
R	Storbeck, Tim	B.A.A.S.	Instr. II	Comp. Networking	.67	\$7,000	Fall 2015
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Info	1.00	\$68,805	2015-2016
R	Stoudemayer, Linda	M.S.	Director	Bus Comp Info	1.00	\$2,400	2015-2016
R	Stoudemayer, Linda	M.S.	Instr. III	Bus Comp Info	.53	\$5,600	Fall 2015
R	Wilsker, Ira	M.B.A.	Instr. IV	Management	1.00	\$75,105	2015-2016
R	Wilsker, Ira	M.B.A.	Instr. IV	Management	.20	\$2,100	Fall 2015

GENERAL EDUCATION & DEVELOPMENT STUDIES

R	Abedelwahab, Widad	M.Ed.	Instr. I	Dev Math	1.00	\$46,557	2015-2016
R	Abedelwahab, Widad	M.Ed.	Instr. I	Dev Math	.40	\$4,200	12-Week
R	Abedelwahab, Widad	M.Ed.	Instr. I	Dev Math	.07	\$700	4-Week
N	Agbeko, Joseph	M.S.	LLab Coord	Dev Math	.07	\$700	Fall 2015

N	Agbeko, Joseph	M.S.	LLab Coord	Dev Math	.07	\$700	12-Week
R	Allen, Karol	M.Ed.	Adjunct	DORI	.27	\$2,800	Fall 2015
R	Atmar, Richard	M.A.	Adjunct	Humanities	.40	\$4,200	Fall 2015
R	Baker, Mary	M.P.A.	Adjunct	Government	.40	\$4,200	Fall 2015
R	Brown, Mary L.	M.Ed.	Instr. III	English	1.00	\$48,209	2015-2016
R	Byars, Richard	M.Ed.	Adjunct	College Success	.13	\$1,400	Fall 2015
N	Celeste, Renee	Ph.D.	Adjunct	History	.20	\$2,100	Fall 2015
R	Childs, William	M.A.	Adjunct	English	.40	\$4,200	Fall 2015
R	Comer, Stephen	B.S.	Adjunct	Dev Math	.47	\$4,900	Fall 2015
R	Courmier, Sharon	B.S.	Adjunct	History	.40	\$4,200	Fall 2015
R	Culbertson, Patricia	B.A.A.S.	Adjunct	Dev Writing	.54	\$5,600	12-Week
R	Davis, Michelle	M.A.	Instr. I	Speech	1.00	\$74,580	2015-2016
R	Davis, Michelle	M.S.	Dept. Chair	Speech	1.00	\$6,000	2015-2016
R	De la Rosa, Alfred	M.S.	Instr. III	Math	1.00	\$48,209	2015-2016
R	De la Rosa, Alfred	M.S.	Instr. III	Math	.33	\$3,500	Fall 2015
N	Drake, Regina	M.A.	Instr. I	Sociology	1.00	\$46,557	2015-2016
N	Drake, Regina	M.A.	Instr. I	Sociology	.20	\$2,100	Fall 2015
R	Flosi, Alicen	Ph.D.	Adjunct	College Success	.27	\$2,800	Fall 2015
R	Flosi, Alicen	Ph.D.	Adjunct	College Success	.13	\$1,400	12-Week
R	Garza, Andrew	M.S.	Instr. I	Psychology	1.00	\$46,557	2015-2016
R	Garza, Andrew	M.S.	Instr. I	Psychology	.13	\$1,400	Fall 2015
R	Henry, Bradd	M.A.	Instr. I	Dev Math	1.00	\$47,223	2015-2016
R	Henry, Bradd	M.A.	Instr. I	Dev Math	.40	\$4,200	Fall 2015
R	Hill, Angela	M.E.	Instr. II	College Success	.13	1,400	Fall 2015
R	Hooker, David	M.A.	Instr. III	Eng/Humanities	1.00	\$58,633	2015-2016
R	Hooker, David	M.A.	Instr. III	Eng/Humanities	.40	\$4,200	Fall 2015
R	Hurlbut, Brian	M.B.A.	Instr. III	Dev Math	1.00	\$54,719	2015-2016
R	Jacobs, Sharon	M.Ed.	Instr. II	College Success	.13	\$1,400	Fall 2015
R	Katz, Dawn	M.A.	Instr. I	Speech	1.00	\$47,233	2015-2016
R	Katz, Dawn	M.A.	Instr. I	Coordinator	1.00	\$3,000	2015-2016
R	Katz, Dawn	M.A.	Instr. I	Speech	.40	\$4,200	Fall 2015
R	Kees, Arthur	M.Ed.	Adjunct	Dev Math	.33	\$3,500	Fall 2015
R	Kees, Arthur	M.Ed.	Adjunct	Dev Math	.20	\$2,100	12-Week
N	Lindley, Neil	Ph.D.	Adjunct	Philosophy	.20	\$2,100	Fall 2015
R	Linn, Mary	M.A.	Adjunct	Speech	.40	\$4,200	Fall 2015
N	Marsh, Gregory	M.P.A.	Adjunct	Government	.40	\$4,200	Fall 2015
R	McClelland, Rita	M.A.	Instr. III	Eng/Humanities	1.00	\$56,220	2015-2016
R	McClelland, Rita	M.A.	Coordinator	Eng/Humanities	1.00	\$3,000	2015-2016
R	McClelland, Rita	M.A.	Instr. III	Eng/Humanities	.13	\$1,400	Fall 2015
R	McClelland, Rita	M.A.	Instr. III	Eng/Humanities	.07	\$700	12-Week
R	Miller, Beth	M.A.	Adjunct	Eng/Dev Writing	.33	\$3,500	Fall 2015
R	Miller, Beth	M.A.	Adjunct	Eng/Dev Writing	.07	\$700	12-Week
R	Mitchell, Nicole	M.S.	Instr. I	College Success	.27	\$1,400	12-Week
R	Monceaux, Alex	M.A.	Adjunct	Eng/Dev Writing	.20	\$2,100	Fall 2015
R	Monceaux, Alex	M.A.	Adjunct	Eng/Dev Writing	.237	\$2,800	12-Week
R	Mosley, David	B.B.A.	Adjunct	College Success	.40	\$4,200	12-Week
R	Moulton, Irma	M.Ed.	Adjunct/DE	Math	.40	\$4,200	Fall 2015
R	Noyola, Thomas	Ed.D.	Instr. I	College Success	.13	\$1,400	Fall 2015
R	Partain, Trudie	M.Ed.	Instr. I	College Success	1.00	\$46,557	2015-2016

R	Partain, Trudie	M.Ed.	Instr. I	College Success	.07	\$700	Fall 2015
R	Richard, Kimberly	M.S.	Adjunct	Dev Math	.20	\$2,100	Fall 2015
R	Ridley, Sarah	B.A.	Adjunct	Dev Writing	.80	\$8,400	Fall 2015
R	Ridley, Sarah	B.A.	Adjunct	Dev Writing	.20	\$2,100	12-Week
R	Rueda, Emily	M.S.	Instr. III	Math	1.00	\$53,1264	2015-2016
R	Rueda, Emily	M.S.	Coordinator	Math	1.00	\$3,000	2015-2016
R	Rueda, Emily	M.S.	Instr. III	Math	.20	\$2,100	Fall 2015
R	Rueda, Emily	M.S.	Instr. III	Math	.07	\$700	12-Week
R	Sizemore, Mary	M.A.	Instr. I	Humanities	1.00	\$46,557	2015-2016
R	Sizemore, Mary	M.A.	Instr. I	Humanities	.20	\$2,100	Fall 2015
R	Sizemore, Mary	M.A.	Instr. I	Humanities	.20	\$2,100	12-Week
R	Sizemore, William	M.A.	Instr. I	English	1.00	\$46,557	2015-2016
R	Sizemore, William	M.A.	Instr. I	English	.40	\$4,200	Fall 2015
R	Smith, Leigh	Ed.D.	Instr. II	College Success	1.00	\$66,838	2015-2016
R	Smith, Leigh	Ed.D.	Instr. II	College Success	.33	\$3,500	Fall 2015
R	Spencer, Tracy	Ph.D.	Instr. II	Humanities	1.00	\$57,753	2015-2016
R	Spencer, Tracy	M.A.	Instr. II	Humanities	.40	\$4,200	Fall 2015
N	Spooner, Denise	M.Ed.	Adjunct	College Success	.20	\$2,800	Fall 2015
N	Spooner, Denise	M.Ed.	Adjunct	College Success	.20	\$1,400	12-Week
R	Thurber, Belinda	M.A.	Adjunct	Psychology	.20	\$2,100	12-Week
R	Tillie, John	B.B.A.	Adjunct	Dev Math	.40	\$4,200	Fall 2015
R	Toups, Melanie	M.Ed.	Adjunct	Dev Reading	.54	\$5,600	Fall 2015
R	White, Dennis	M.S.	Instr. II	Sociology	.40	\$4,200	Fall 2015
R	Williams, Ella	Ed.D.	Adjunct	Dev Writing	.27	\$2,800	12-Week

PUBLIC SERVICE & SAFETY

R	Lyons, Wilburn	A.A.S.	Adjunct	Fire Technology	.20	\$2,100	Fall 2015
R	Mason, Kenneth	M.S.	Inst. I	Public Ser Safety	1.00	\$69,253	2015-2016
R	Mason, Kenneth	M.S.	Dept. Chair	Public Ser Safety	1.00	\$6,000	2015-2016
R	Mitchell, Nicole	M.S.	Instr. I	Homeland Sec.	1.00	\$46,557	2015-2016
R	Mitchell, Nicole	M.S.	Instr. I	Homeland Sec.	.20	\$2,100	Fall 2015
R	Noyola, Tom	Ed.D.	Instr. I	Criminal Justice	1.00	\$60,968	2015-2016
R	Thompson, Jeffrey	M.D.	Adjunct	Emergency Med	.10	\$5,000	2015-2016
R	White, Dennis	M.S.	Instr. II	Homeland Sec	1.00	\$48,5406	2015-2016

TECHNOLOGY

R	Banks, Baron	B.S.	Instr. II	Process Operate	1.00	\$52,199	2015-2016
R	Banks, Baron	B.S.	Instr. II	Process Oerate	.83	\$8,750	Fall 2015
R	Bingham, Jason	A.A.S.	Instr. I	Welding	1.00	\$42,571	2015-2016
R	Bingham, Jason	A.A.S.	Instr. I	Welding	.27	\$2,800	Fall 2015
R	Brown, Rickie	A.A.S.	Adjunct	Welding	.80	\$8,400	Fall 2015
R	Bradley, Clyde	A.A.S.	Adjunct	Adv Engine	.33	\$3,500	Fall 2015
R	Campbell, Jerry	A.A.S.	Instr. IV	Adv Engine	1.00	\$65,621	2015-2016
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	1.00	\$46,568	2015-2016
R	Champagne, Steve	A.A.S.	Instr. I	Instrumentation	.40	\$4,200	Fall 2015
N	Clary, Shawn	B.S.	Adjunct	Drafting	.33	\$3,500	Fall 2015
R	Culp, Thomas	N/A	Adjunct	Instrumentation	.90	\$9,100	Fall 2015
R	Gaus, Henry	A.A.S.	Instr. II	Heat, Vent, Air	1.00	\$57,017	2015-2016
R	Gaus, Henry	A.A.S.	Director	Heat, Vent, Air	1.00	\$2,400	2015-2015

R	Gaus, Henry	A.A.S.	Instructor II	Heat, Vent, Air	.13	\$1,400	Fall 2015
R	Griffin, Thomas	A.A.S.	Adjunct	Industrial Mech	.20	\$2,100	Fall 2015
R	Grissom, Darrell	A.A.S.	Instr. I	Heat, Vent, Air	1.00	\$45,152	2015-2016
R	Hargrave, Minus	A.A.S.	Instr. I	Instrumentation	1.00	\$57,539	2015-2016
R	Holton, William	B.B.A.	Instr. I	Industrial Mech	1.00	\$44,170	2015-2016
R	Holton, William	B.B.A.	Director	Industrial Mech	1.00	\$2,400	2015-2016
R	Holton, William	B.B.A.	Instr. I	Industrial Mech	.07	\$700	Fall 2015
R	Hoke, Chelsea	B.S.	Instr. I	Instrumentation	1.00	\$44,170	2015-2016
R	Hoke, Chelsea	B.S.	Instr. I	Instrumentation	.07	\$700	Fall 2015
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	1.00	\$53,138	2015-2016
R	Jacobs, Weldon	B.A.A.S.	Director	Instrumentation	1.00	\$2,400	2015-2016
R	Jacobs, Weldon	B.A.A.S.	Instr. II	Instrumentation	.73	\$7,700	Fall 2015
R	Khatri, Vinod	B.S.	Instr. I	Rest. Inst. Food	1.00	\$45,141	2015-2016
R	Khatri, Vinod	B.S.	Instr. I	Rest. Inst. Food	.20	\$2,100	Fall 2015
R	Kirk, Charles	B.S.I.T.	Adjunct	Process Operate	.33	\$3,500	Fall 2015
R	Koenig, Russell	A.A.S.	Instr. II	Utility Line Tech	1.00	\$50,361	2015-2016
R	Koenig, Russell	A.A.S.	Director	Utility Line Tech	1.00	\$2,400	2015-2016
R	Koenig, Russell	A.A.S.	Instr. II	Utility Line Tech	.43	\$4,550	Fall 2015
R	Lamb, Kaleena	B.S.	Instr. I	Comp Drafting	1.00	\$44,465	2015-2016
R	Lamb, Kaleena	B.S.	Instr. I	Comp Drafting	.27	\$2,800	Fall 2015
R	Leblanc, James	N/A	Adjunct	Process Operate	.53	\$5,600	Fall 2015
R	Lewis, Alex	N/A	Adjunct	Welding	.58	\$6,125	Fall 2015
R	Matak, Pete	A.A.S.	Instr. IV	Adv. Engine	1.00	\$62,061	2015-2016
R	Matak, Pete	A.A.S.	Director	Adv. Engine	1.00	\$2,400	2015-2016
R	Matak, Pete	A.A.S.	Instr. IV	Adv. Engine	.27	\$2,800	Fall 2015
R	McAnally, Richard	A.A.S.	Instr. I	Welding	1.00	\$42,571	2015-2016
R	McAnally, Richard	A.A.S.	Instr. I	Welding	.73	\$7,700	Fall 2015
R	McKeehan, John	A.A.S.	Instr. II	Welding	1.00	\$45,152	2015-2016
R	McKeehan, John	A.A.S.	Director	Welding	1.00	\$2,400	2015-2016
R	McKeehan, John	A.A.S.	Instr. II	Welding	.68	\$7,1750	Fall 2015
R	Montalbano, John	N/A	Adjunct	Industrial Mech	.20	\$2,100	Fall 2015
R	Moore, Bobby	N/A	Adjunct	Construction	.20	\$2,100	Fall 2015
R	Neely, Edgar	A.A.S.	Instr. II	Instrumentation	1.00	\$47,499	2015-2016
R	Neely, Edgar	A.A.S.	Instr. II	Instrumentation	.60	\$6,300	Fall 2015
R	O'Connor, Patrick	B.S.	Instr. II	Comp Drafting	1.00	\$89,500	2015-2016
R	O'Connor, Patrick	B.S.	Dept. Chair	Technology	1.00	\$6,000	2015-2016
R	O'Connor, Patrick	B.S.	Instr. II	Comp Drafting	.67	\$4,900	Fall 2015
R	Pousson, Johnny	A.A.S.	Instr. I	Comp Drafting	1.00	\$43,644	2015-2016
R	Pousson, Johnny	A.A.S.	Instr. I	Director	1.00	\$2,400	2015-2016
R	Pousson, Johnny	A.A.S.	Instr. I	Comp Drafting	.67	\$7,000	Fall 2015
R	Roark, David	N/A	Adjunct	Process Operate	.60	\$6,300	Fall 2015
R	Rodriguez, Pablo	B.S.I.T.	Instr. III	Process Operate	1.00	\$53,605	2015-2016
R	Rodriguez, Pablo	B.S.I.T.	Instr. III	Process Operate	.27	\$2,800	Fall 2015
R	Sedoruk, Henry	A.A.S.	Adjunct	Instrumentation	.33	\$3,500	Fall 2015
R	Spooner, Stanley	B.S.	Instr. I	Comp Drafting	1.00	\$44,494	2015-2016
R	Spooner, Stanley	B.S.	Instr. I	Comp Drafting	.33	\$3,500	Fall 2015
N	Sweeney, Robert	N/A	Instr. I	Process Operate	1.00	\$43,598	2015-2016
N	Sweeney, Robert	N/A	Instr. I	Process Operate	.10	\$1,050	Fall 20015
R	Tucker, Walter	A.A.S.	Instr. III	Process Operate	1.00	\$50,361	2015-2016

R	Tucker, Walter	A.A.S.	Instr. III	Process Operate	.20	\$2,100	Fall 2015
R	Waidley, Michael	N/A	Adjunct	Construction	.20	\$2,100	Fall 2015
R	Williams-Parker, Tiffany	B.A.A.S.	Instr. I	Process Operate	1.00	\$43,526	2015-2016
R	Williams-Parker, Tiffany	B.A.A.S.	Instr. I	Process Operate	.70	\$7,350	Fall 2015
R	Willis, James	M.S.	Adjunct	Process Operate	.47	\$4,900	Fall 2015
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	1.00	\$55,493	2015-2016
R	Worry, Valerie	Ed.D.	Coordinator	Process Operate	1.00	\$3,000	2015-2016
R	Worry, Valerie	Ed.D.	Instr. I	Process Operate	.20	\$2,100	Fall 2015

ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Davis, Anthony, B.A., Assistant Police Academy Director, at an annual salary of \$40,000, effective 09/01/2015
2. Dry, Randle, N/A, Process/Instrumentation Laboratory Technician, at an annual salary of \$41,561, effective 08/01/2015
3. Seale, Roslyn. B.B.A., Academic Advisor, at an annual salary of \$35,000, effective 08/17/2015
4. Seymour, Vickie, A.A., Development Coordinator, at an annual salary of \$35,837, effective 08/10/2015

DISMISSALS

1. Chance, Matthew, B.A., Instructional Designer, effective 07/24/2015

RETIREMENTS

1. None to report

RESIGNATIONS

1. Lanuza, Melanie, B.S./B.A., Graphics & Publications Specialist, effective 08/14/2015
2. Miller, Beth, M.S., Director of Public Information, effective 10/30/2015

CHANGES IN STATUS/TITLE

1. Griffin, Lisa, B.B.A., Accountant Senior, at an annual salary of \$51,534, effective 09/01/2015
2. Placette, Alicia, B.B.A., Assistant Director of Finance, at an annual salary of \$59,280, effective 09/01/2015
3. Touchet, Julie, B.A., Academic Advisor, at an annual salary of \$35,000, effective 08/17/2015

Lamar State College-Orange

FACULTY PERSONNEL CHANGES

ADDITIONS

1. Ramsey, Brenda, RN, A.S.N., Instructor Vocational Nursing at a 9-month rate of \$35,000 effective 9/1/15.
2. Smith, Wilma, M.S.N., Instructor Upward Mobility at a 9-month rate of \$45,000 effective 9/1/15.

RETIREMENTS

1. None to Report.

LEAVE OF ABSENCE

1. None to Report.

NON-REAPPOINTMENTS

1. Simmons, Jerri, RN, A.D.N., Vocational Nursing Instructor, effective 8/31/15.
2. Antoon, Melody, M.S.N., Upward Mobility, effective 8/31/15.

CHANGES IN STATUS

1. Smith, Amanda, M.F.A., Instructor of English at a 12-month rate of \$35,000 effective 9/1/15.

WITH TENURE

1. None to Report.

FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
ALLIED HEALTH/FULL-TME OVERLOADS AND ADJUNCT FACULTY						
R Baker, Suzanne	A.A.S.	Instructor	Vocational Nur	56	6700	F 2015
R Carroll, Linda	A.S.	Instructor	Vocational Nur	28	3224	F 2015
R Cole, Angela	B.S.N.	Instructor	Vocational Nur	50	5968	F 2015
R Davis, Tammy	B.S.N.	Adjunct	Vocational Nur	148	13338	F 2015
N Fletcher, G	A.A.S.	Adjunct	Vocational Nur	101	9108	F 2015
R Flippen, C	Cert.	Instructor	Dental Assisting	22	2608	F 2015
R Foreman, S	A.A.S.	Instructor	Vocational Nur	29	3512	F 2015
R Granger, Thera	A.S.	Instructor	Pharmacy Tech	69	6400	F 2015
R Keogh, Drue	A.A.S.	Instructor	Vocational Nur	110	13224	F 2015
R Land, Richard	Cert.	Adjunct	Emergency	60	7192	F 2015
R Latham, Stacie	Cert.	Adjunct	Dental Assisting	51	4620	F 2015
R LeBlanc, Lorrie	B.S.N.	Instructor	Vocational Nur	48	5816	F 2015
R Lemons, Janet	M.S.N	Instructor	Upward Mobility	23	2744	F 2015
R Lumpkin, D	M.S.N	Instructor	Upward Mobility	39	4656	F 2015
R McGee, L	M.S.N	Instructor	Upward Mobility	27	3200	F 2015
R Montgomery, J	A.A.S.	Adjunct	Vocational Nur	122	14600	F 2015
R Paulk, Charlene	B.S.N.	Instructor	Vocational Nur	47	5680	F 2015
R Procella, Terri	A.S.	Adjunct	Vocational Nur	142	17000	F 2015
N Ramsey, B	A.A.S.	Instructor	Vocational Nur	11	1344	F 2015
R Simar, Gina	M.Ed.	Instructor	Vocational Nur	2	1600	F 2015
R Shearer, J		Adjunct	Dental Assisting	64	5736	F 2015
R Smith, Wilma	M.S.N	Instructor	Upward Mobility	18	2112	F 2015
R Switzer, Janis	A.A.S.	Adjunct	Vocational Nur	48	8904	F 2015
R Trotter, Jennifer	M.S.N	Instructor	Upward Mobility	23	2800	F 2015
R Tucker, M	A.A.S.	Instructor	Vocational Nur	26	3112	F 2015

BUSINESS AND TECHNOLOGY/FULL-TIME OVERLOADS AND ADJUNCT FACULTY

R	Best, A	M.S.	Instructor	Business Mgt	40	4800	F 2015
R	Burns, Edgar	B.S.	Adjunct	Process Tech	48	5712	F 2015
R	Busby, Leah	M.B.A.	Instructor	Business Mgt	20	2400	F 2015
R	Crochett, M	A.S.	Adjunct	Process Tech	28	2484	F 2015
R	Dimas, Jerome	M.S.	Adjunct	Process Tech	62	5568	F 2015
R	Dorman, B	M.Ed.	Instructor	Medical Office	10	251	F 2015
R	Dotson, Diane	M.Ed.	Instructor	Infor Tech	107	10624	F 2015
R	Edwards, A	A.S.	Adjunct	Medical Office	47	4194	F 2015
R	Geis, Earl	B.S.	Instructor	Process Tech	85	7288	F 2015
N	Hale, Lacey	B.S.	Adjunct	Infor Tech	40	3600	F 2015
R	January, Cheryl	M.B.A.	Adjunct	Process Tech	27	2800	F 2015
R	Kirk, Charles	B.S.	Adjunct	Process Tech	35	4224	F 2015
R	Lundquist, Gary	M.S.	Adjunct	Process Tech	56	6624	F 2015
R	McKinney, B	M.S.	Adjunct	Process Tech	110	11592	F 2015
R	McLendon, G	B.S.	Adjunct	Process Tech	94	8484	F 2015
R	Phillips, Cathie	M.S.	Instructor	Infor Tech	25	2968	F 2015
R	Reeder, Mike	B.S.	Instructor	Process Tech	77	7080	F 2015
R	Stewts, Chris	M.S.	Adjunct	Process Tech	55	6624	F 2015
R	Turner, Carol	A.S.	Instructor	Medical Office	44	2334	F 2015
R	Vickers, Amber	M.B.A.	Instructor	Business	20	720	F 2015

LIBERAL ARTS/FULL-TIME OVERLOADS AND ADJUNCT FACULTY

R	Ball, Don	D.M.	Adjunct	Music	40	2880	F 2015
R	Doss, Kevin	M.A.	Instructor	Speech	60	7200	F 2015
N	Dubisson, Z	B.S.	Adjunct	Arts	20	1800	F 2015
R	Durso, C	M.A.	Adjunct	History	20	1800	F 2015
R	Harmon, Don	Cert.	Adjunct	Criminal Justice	20	720	F 2015
R	Lacy, Anna	M.A.	Adjunct	Drama	20	1800	F 2015
R	Lindley, Neil	Ph.D.	Adjunct	Philosophy	20	1800	F 2015
R	Lindsey, R	M.A.	Adjunct	Government	40	4800	F 2015
R	Little, Meredith	M.A.	Adjunct	History	120	12400	F 2015
R	Matt, Nancy	M.S.	Adjunct	Sociology	20	2400	F 2015
R	Owens, Eric	M.A.	Asst Prof	History	60	7200	F 2015
R	Pederson, Jan	M.Ed.	Adjunct	English	53	6400	F 2015
R	Peebles, Robert	Ph.D.	Professor	History	40	7200	F 2015

R	Priest, Karen	M.A.	Instructor	English	7	800	F 2015
R	Preslar, Andrew	M.A.	Instructor	English	60	8400	F 2015
R	Rathbun, Diane	M.A.	Adjunct	Speech	40	4800	F 2015
R	Richey, Devon	M.A.	Adjunct	English	20	1800	F 2015
R	Sizemore, Mary	M.L.	Adjunct	English	20	2400	F 2015
R	Smith, Amanda	MFA	Instructor	English	40	4800	F 2015
R	Steinfeldt, A	Ph.D.	Asst Prof	Government	40	4800	F 2015
R	Turkel, Arlene	Ph.D.	Assoc	English	40	6000	F 2015
R	Whitehead, G	Ph.D.	Asst Prof	English	20	2400	F 2015
R	Williams, K	M.A.	Instructor	Speech	40	4800	F 2015

MATHEMATICS & SCIENCE/FULL-TIME OVERLOADS AND ADJUNCT FACULTY

R	Ahearn, F	M.S.	Adjunct	Psychology	40	4800	F 2015
R	Busby, Leah	M.B.A.	Instructor	Mathematics	20	2400	F 2015
R	Crockett, S	M.Ed.	Adjunct	Mathematics	40	4800	F 2015
R	Foreman, J	B.S.	Adjunct	Biology	38	3648	F 2015
R	Hodges, Lisette	M.S.	Instructor	Psychology	20	2400	F 2015
R	Jureidini, Elias	M.S.	Asst Prof	Mathematics	60	7200	F 2015
R	Kennaugh, T	Ph.D.	Instructor	Mathematics	20	2400	F 2015
R	Kenney, Hunter	M.S.	Instructor	Biology	18	2160	F 2015
R	Kim, Jongchul	Ph.D.	Instructor	Mathematics	48	5712	F 2015
R	Lundquist, Gary	Ph.D.	Adjunct	Chemistry	36	4224	F 2015
R	McClure, M	Ph.D.	Professor	Biology	48	5760	F 2015
R	Marshall, D	Ph. D.	Adjunct	Chemistry	28	3312	F 2015
R	Peveto, B	M.S.	Adjunct	Mathematics	48	8568	F 2015
R	Sanford, Jerry	Ph.D.	Adjunct	Biology	30	3648	F 2015
R	Scarborough, G	M.S.	Instructor	Mathematics	55	6624	F 2015
R	Sethna, Bishar	Ph.D.	Adjunct	Mathematics	20	2400	F 2015
R	Song, Ni	Ph.D.	Asst Prof	Biology	26	3072	F 2015
R	Taylor, Ronald	Ph.D.	Adjunct	Geology	55	5796	F 2015
R	Thomas, D	M.S.	Instructor	Physical Ed	6	672	F 2015
R	VanDevender	Ph.D.	Adjunct	Biology	28	3312	F 2015
R	Whalen, S	M.Ed.	Adjunct	Biology	20	2400	F 2015
R	Wilmore, Larry	M.S.	Asst Prof	Biology	8	912	F 2015
R	Wilson, T	M.E.D	Adjunct	Psychology	40	4800	F 2015

LEARNING
FRAMEWORKS/EDUCATION FULL-
TIME

OVERLOADS AND ADJUNCT
FACULTY

R Babcock, D	M.Ed.	Adjunct	Education	100	12000	F 2015
R Crockett, S	M.Ed.	Adjunct	Education	60	7200	F 2015
R Kapranos, A	M.L.S.	Adjunct	Education	20	2400	F 2015
R Rather, Michael	M.A.	Instructor	Education	20	2400	F 2015
R Sellers, Shanna	M.S.	Instructor	Education	40	4800	F 2015
R Simar, Gina	M.Ed.	Adjunct	Education	20	2400	F 2015
R Stephenson, A	M.S.	Adjunct	Education	20	2400	F 2015
R Thomas, D	M.S.	Instructor	Education	40	4800	F 2015

LAMAR STATE COLLEGE-ORANGE

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. Campbell, Ashley, B.S., Accountant I, at a 12-month rate of \$ 34,000 effective 9/1/15.

CHANGES IN STATUS

1. Saenz, Carissa, M.S., Accountant III, at a 12-month rate of \$41,715 effective 6/11/15.
2. Simar, Gina, M.Ed., Dean of Health Sciences and Workforce Education at a 12-month rate of \$96,220 effective 6/15/15.
3. Crockett, Suzonne, M.Ed., Director Education and Mathematics, at a 12-month rate of \$55,345 effective 9/1/15.
4. Preslar, Andrew, M.A., Director Arts, Humanities, and Social Sciences, at a 12-month rate of \$68,867 effective 9/1/15.

DISMISSALS

1. Dando, Carla, M.S., Dean of Instruction, effective 8/31/15.
2. Spears, Jackie, M.Ed., Director of Business and Technology, effective 8/31/15.
3. Srinivasan, Sribhagam, E.D.D., Director CIDDL, effective 8/31/15.

RESIGNATIONS

1. Carline, Kara, M.B.A., Academic Advisor/Transfer Success, effective 10/2/15.

RETIREMENTS

1. Choate, Judy, B.S., Academic Advisor/Job Placement, effective 8/31/15.

COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. None to Report

Lamar State College – Port Arthur

FACULTY PERSONNEL CHANGES

RESIGNATIONS

1. None to report.

RETIREMENTS

1. None to report.

NON-REAPPOINTMENTS

1. None to report.

CHANGES IN STATUS

1. Patricia Granger, M.B.A., from Instructor II to Instructor III, at a 12-month salary of \$43,985 effective September 1, 2015.
2. Grace Megnet, M.A.F.A., from Assistant Professor to Associate Professor, at a 12-month salary of \$47,983 effective September 1, 2015.

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	DAAC	.84	8,892	Fall 2015
R	Douglas, Mark	M.A.S.N	Adjunct	RNSG	.20	2,122	Fall 2015
R	MacNeill, Shirley	B.S.	Instructor	RNSG	.11	1,110	Fall 2015
BUSINESS & TECHNOLOGY							
R	Peeler, Robert	M.Ed.	Instr. IV	Govt./Edu.	.52	5,557	Fall 2015
N	Adams, A. Eric	B.F.A.	Adjunct	PHTC	.20	2,122	Fall 2015
R	Brown, Morgan	A.A.S.	Instructor I	AUMT	.10	1,011	Fall 2015
R	Canedo, Blas	M.M.	Adjunct	MUSP	1.06	11,317	Fall 2015
R	Champagne, Adria	B.A.A.S.	Instructor	ITSC	.32	3,436	Fall 2015
R	Duhon, Brenda	M.Ed.	Adjunct	POFI	.24	2,526	Fall 2015
R	Freyermuth, John	M.A.F.A.	Adjunct	MUSC	.87	9,195	Fall 2015
R	Gillam, Robert	M.M.	Asst. Prof.	MUSC	.41	4,346	Fall 2015
R	Guillot, Sheila	M.Ed.	Instr. IV	Office Adm.	.42	4,497	Fall 2015
R	Granger, Pat	M.B.A.	Instr. III	ITSW	.28	2,930	Fall 2015
R	Green, Tamalla	B.S.	Instructor	ACCTG	.08	849	Fall 2015
R	McPherson, Miche	J.D.	Adjunct	LGLA	.40	4,244	Fall 2015
R	Megnet, Grace	M.B.A.	Asst. Prof.	ARTC	.04	424	Fall2015

R	Mills, Zach	A.A.S.	Instructor	ITSC	.35	3,938	Fall 2015
R	Powell, James	-	Instructor	PTAC	.51	5,356	Fall 2015
R	Quist, Ed	J.D.	Instructor II	LGLA	.10	1,021	Fall 2015
R	Richardson, Carl	B.A.	Instructor	MUSC/MUSP	.31	3,370	Fall 2015
R	Smith, Amanda	License	Instructor I	Cosmetology	.20	2,222	Fall 2015
R	Sparrow, Mike	-	Adjunct	PTAC	1.31	13,945	Fall 2015
R	Stretcher, Nancy	Ph.D.	Adjunct	ITSC	.51	5,456	Fall 2015
R	Turner, Kenneth	-	Adjunct	MUSP	1.17	12,431	Fall 2015

DEVELOPMENTAL EDUCATION

R	Belyeu, Jeremy	M.A.	Instructor	English	.20	2,122	Fall 2015
R	Knowles, Mark	M.S.	Instructor	Math	.40	4,244	Fall 2015
R	McIntire, Darren	M.B.A.	Adjunct	Math	.20	2,122	Fall 2015
R	Pate, Martha	M.S.	Adjunct	Math	.20	2,122	Fall 2015
R	Steele, Sherry	M.Ed.	Instructor	Math	1.00	10,610	Fall 2015

HEALTH, FITNESS, & SPORTS

R	Kish, Charles	M.A.	Adjunct	KINE	.20	2,122	Fall 2015
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LIBERAL ARTS

R	Cockrell, Keith	Ph.D.	Prof.	Drama	.20	2,122	Fall 2015
R	Copple, Monteel	M.Ed.	Adjunct	History	.40	4,244	Fall 2015
N	Dailey, Charles	Ph.D.	Adjunct	Philosophy	.20	2,122	Fall 2015
R	Durso, Cassandra	M.A.	Adjunct	History	.80	8,488	Fall 2015
R	Faggard, Albert	M.A.F.A	Adjunct	Art	.80	8,488	Fall 2015
R	Gengo, Damon	M.S.	Instructor	Speech	.20	2,122	Fall 2015
R	Lindley, Neil	Ph.D.	Adjunct	Philosophy	.20	2,122	Fall 2015
R	Lowe, Zeb	M.A.	Instructor	English	.20	2,122	Fall 2015
R	Megnet, Ruth	M.F.A.	Assoc.Prof.	Art	.57	6,069	Fall 2015
R	Triebel, Mavis	M.P.A.	Instructor	Government	.20	2,122	Fall 2015
R	Woodford, Duncan	M.P.A.	Adjunct	Government	.20	2,122	Fall 2015

MATHEMATICS & SCIENCE

R	Brown, Lawanda	M.A.	Adjunct	Sociology	.20	2,122	Fall 2015
R	Byrd, Otis	Ph.D.	Asst. Prof.	Physics	.37	3,940	Fall 2015
R	Cammack, James	M.B.A.	Instructor	BCIS	.06	607	Fall 2015
R	Carona, Ken	M.S.	Adjunct	Psychology	.40	4,244	Fall 2015
R	Clark, Jamie	M.A.	Instructor	Education	.40	4,244	Fall 2015
R	Gregory, Susan	M.S.	Adjunct	Math	.60	6,366	Fall 2015
R	Jordan, Percy	Ph.D.	Assoc. Prof	Biology	.83	8,791	Fall 2015
R	Jordan, Sue	M.Ed.	Adjunct	Chemistry	.35	3,739	Fall 2015

N	Levergne, Jackqu	Ed.D.	Adjunct	Education	.07	707	Fall 2015
R	Longlet, Nancy	Ph.D.	Asst. Prof.	Biology	.03	303	Fall 2015
R	Pollock, Richard	Ph.D.	Instructor	Biology	.21	2,224	Fall 2015
R	Taylor, Ron	Ph.D.	Adjunct	Geology	.28	2,930	Fall 2015
R	Tran, Martin	B.S.	Adjunct	Math	.20	2,122	Fall 2015
R	Trevey, Diane	M.A.	Adjunct	Education	.25	808	Fall 2015
R	Trevey, Robert	M.A.	Adjunct	Education	.27	2,759	Fall 2015
R	Woodard, Amber	M.S.	Adjunct	Nutrition	.20	2,122	Fall 2015

INMATE EDUCATION

R	Alexander, Joyce	M.Ed.	Adjunct	Math	.20	2,122	Fall 2015
R	Bourque, Brenda	B.B.A.	Adjunct	Math	.13	1,415	Fall 2015
R	Decker, Bill	B.A.A.S.	Adjunct	Math	.20	2,122	Fall 2015
R	Doiron, Jesse	M.B.A.	Adjunct	English	.20	2,122	Fall 2015
R	Faggard, Albert	M.F.A.	Adjunct	Art	.31	3,334	Fall 2015
R	Neely, John	A.S.D.	Adjunct	DAAC	.40	4,244	Fall 2015
R	Placette, Amber	B.A.	Adjunct	English	.20	2,122	Fall 2015
R	Taylor, Ron	Ph.D.	Adjunct	Geology	.28	2,930	Fall 2015
R	Williams, Jules	B.S.	Adjunct	DAAC	.40	4,244	Fall 2015

ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

ADDITIONS

1. None to report.

CHANGES IN STATUS

1. Tammy Riley, A.A.S., from Interim Director of Human Resources to Director of Human Resources at a 12-month rate of \$55,000 effective September 1, 2015.
2. Aron Arceneaux, B.S., from Financial Aid Advisor to Coordinator of Enrollment Services at a 12-month rate of \$42,000 effective September 15, 2015.
3. Carla Santos, A.A., from Secretary II to Enrollment Counselor at a 12-month rate of \$30,373 effective September 15, 2015.
4. Lisa Baumer, M.A., from Financial Aid Advisor to Financial Aid Assistant Director at a 12-month rate of \$43,000 effective September 15, 2015.
5. Nakeisha Joseph, B.B.A., from Frontline Coordinator to Financial Aid Advisor at a 12-month rate of \$31,500 effective September 15, 2015.
6. Cheryl Steward, A.A.S., from Admission Records Specialist to Financial Aid Frontline Coordinator at a 12-month rate of \$28,342 effective September 15, 2015.
7. Casandra Goodman, B.S., from Part-time Softball Coach to Assistant Softball Coach at a 12-month rate of \$34,000 effective September 1, 2015.

DISMISSALS

1. None to report.

RESIGNATIONS

1. None to report.

RETIREMENTS

1. Aubry Boone, effective September 30, 2015.

Texas State University System

Miscellaneous

Action

- A. SHSU: Building Naming—Department of Agricultural Sciences and Engineering Technology
- B. TXST: Naming of Champions Club at Bobcat Stadium
- C. LSCO: Motion, Findings, Resolution, and Order Authorizing Acquisition of 207 and 209 Green Ave. in Orange, by Purchase or Condemnation
- D. TSUS: Conferring of Regents' Professor Award
- E. TSUS: Conferring of Regents' Scholar Award

Informational Item

- F. TXST: INFORMATIONAL: Dissolution of the Texas State University Support Foundation

Consent Items

- G. TSUS: CONSENT: Gifts

SHSU: Building Naming—Department of Agricultural Sciences and Engineering Technology

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

Sam Houston State University be authorized to implement the following building name change to be effective upon board approval:

- 1) To change the name of the Industrial Technology Building (ITB) to Harry L. Westmoreland Engineering Technology Laboratory

Explanation

As outlined in the Fredrick L. Pirkle Facility Naming Agreement, rights were granted to name a laboratory within the industrial technology (presently known as engineering technology) program after the late Harry L. Westmoreland.

Mr. Westmoreland was a long-time friend and SHSU classmate of Fred Pirkle. Harry Westmoreland received his B.S. and M.S. degree from Sam Houston State University in Industrial Technology in 1971 and 1974, respectively. He began his career as a teacher in the Houston School District but later developed a career in the drilling industry and formed the Lone Star Bit Company. During his career, he developed numerous portable drilling rigs that would be used to provide clean water to underdeveloped countries and poor villages. His missionary work and Christian faith led him to develop and co-found Living Water International which supports his vision and service to underprivileged communities and countries.

Due to the activities, curriculum, and experiential learning that occurs in the Industrial Technology Building, it is appropriate that the facility bear the Westmoreland name.

TXST: Naming of Champions Club at Bobcat Stadium

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

Texas State University be authorized to name the Champions Club at Bobcat Stadium in honor of Dan and Cindee Diepenhorst.

Explanation

Dan and Cindee Diepenhorst have been generous donors to Texas State in the past and have most recently made a pledge of \$1,000,000 to provide for endowed scholarships for student-athletes. In addition, they have provided that their gift be used as a matching gift opportunity to encourage other donors to also establish or add to existing athletic scholarships at the minimum level of \$25,000. In recognition of all their gifts, the University proposes to name the existing Champions Club at Bobcat Stadium the Dan and Cindee Diepenhorst Champions Club.

LSC-O: Motion, Findings, Resolution, and Order Authorizing Acquisition of 207 and 209 Green Ave. in Orange, by Purchase or Condemnation

I, Regent _____, move that the Board of Regents of the Texas State University System authorize acquisition, preferably through purchase but, if necessary, through eminent domain, of the land and improvements located at 207 and 209 Green Avenue in Orange, Texas, as more particularly detailed by the description attached hereto as *Exhibit "A,"* for the purpose of campus expansion in accordance with the College's Board Approved Master Plan and that the Board make the following Findings, Resolution, and Orders:

- A. In order to advance the public use of expanding the campus of Lamar State College-Orange in accordance with the College's Board Approved Master Plan and to provide for construction of a multipurpose classroom building, the Board of Regents of the Texas State University System finds that acquisition of the property located at 207 and 209 Green Avenue, Orange, Texas, as more particularly detailed in the description attached hereto and made a part hereof as *Exhibit "A,"* is necessary and proper for carrying out said purposes and public use. Further, the Board finds that a public necessity exists for acquisition of said land and improvements thereon to advance the College's mission to provide students in Lamar State College-Orange's service area a low cost, high quality public education.
- B. The Board finds that the property is uniquely suited to the above-stated public use because it is contiguous to campus on the east, the only reasonable direction in which the campus can grow since the College is bordered to the south by the Sabine River and the state of Louisiana; to the west by a City library and a bank building; and to the north by United States Highway 90.
- C. Therefore, be it RESOLVED and ORDERED by the Board of Regents of the Texas State University System that the Chancellor and the President of Lamar State College-Orange be hereby authorized to acquire the property located at 207 and 209 Green Avenue in Orange, Texas, and more particularly detailed in the description attached as *Exhibit "A,"* by purchase, if possible, or by condemnation, if necessary, for the purposes and public use of

expanding the campus of Lamar State College-Orange in accordance with the College's Board Approved Master Plan and to advance said public use of providing students in Lamar State College-Orange's service area greater access a low cost, high quality public education.

- C. The Chancellor and the President of Lamar State College-Orange, upon the advice and recommendation of the Vice Chancellor and General Counsel, shall take such actions as they judge reasonable and necessary to acquire the property referenced above through negotiation and purchase if possible.
- D. If the property so referenced cannot be acquired through negotiation and purchase, the officials named in paragraphs B and C are hereby authorized to commence condemnation proceedings to be filed by the Texas Office of Attorney General in accordance with authority granted to this Board of Regents by Texas *Education Code, Sections 95.30 and 95.31* and the provisions of Texas *Property Code, Chapter 21*.
- E. Any prior, preparatory, lawful actions taken by the officials named in paragraphs B and C and/or other persons acting by, with or through any of them in furtherance of acquiring the property referenced in this Motion, Findings, Resolution, and Order are hereby ratified and approved as of the date such actions were taken.

LEGAL DESCRIPTION AND PHYSICAL ADDRESS

Legal Description- .655 acres Lot 9, 10, 11, & 12 BLK 8 upper,
Orange County, Texas

Local Address- 207 and 209 Green Avenue, Orange, Texas 77630

CENSUS TRACT

Census Tract- 203

TAX DATA

Appraisal District- Orange County Appraisal District

Account # 011925-000470 & 011925-000465

Owner ID # 00000947

Property Detail # R 50000 & R53987

HISTORY

Subject site is commercial property where Southern Glass Company was previously located and currently serves as a storage facility for the company. The Subject has not transferred title within the previous 3 years.

TSUS: Conferring of *Regents' Professor Award* (Olson)

Upon motion of Regent _____, seconded by Regent _____, upon the recommendation of the Chancellor and nomination by the university president, it was ordered that:

1. The *Regents' Professor Award* be conferred, in perpetuity, upon Donald W. Olson, Ph.D.
2. The *Regents' Professor* medallion be presented to him; that he have the right to wear such medallion at appropriate events; and that he be recognized as having received this award; and,
3. The attached resolution be adopted; presented to him; and forever recorded and preserved in the minutes of this Board of Regents.



Board of Regents
The Texas State University System

Resolution

designating
Donald W. Olson
as
Regents' Professor

Whereas, the Board of Regents of The Texas State University System has determined that it would advance the cause of higher education in the State of Texas and contribute to the public good of the state to create the Office of *Regents' Professor*; and,

Whereas, the purpose of the Office is to recognize exceptional and outstanding members of the professoriate who have achieved excellence in teaching, research and publication, and community service; demonstrating in performance of their duties, an unwavering dedication to their students, universities and communities; and,

Whereas, the Office of *Regents' Professor* is a lifetime designation bestowed by the Board of Regents upon tenured faculty members who have been acknowledged by their peers and students as exceptional, and recommended by The Texas State University System Foundation Board of Directors, the Chancellor and the University President; and,

Whereas, Donald W. Olson, Ph.D., an internationally recognized physicist, has achieved such excellence by his work through the undergraduate programs at Texas State University, by inventing and developing methods of "celestial sleuthing," using astronomy to solve the mysteries surrounding significant events in art, history, and literature; and, by publishing scores of scholarly articles, book chapters and books; and, receiving significant research awards including the Texas State University Presidential Award for Excellence in Research, thus earning the highest distinction for himself and the College of Science and Engineering; and,

Whereas, Dr. Olson has displayed extraordinary skill in the classroom, having received multiple teaching awards including the Texas State University Presidential Award for Excellence in Teaching, two Ev Swinney Excellence in Teaching Awards, seven Alpha Chi National College Honor Society "Favorite Professor" awards, and the national Paul Klopsteg Award from the American Association of Physics Teachers; and, having inspired hundreds of students with his interdisciplinary approach to instruction, led over thirty undergraduate researchers to co-author nationally recognized publications; and,

Whereas, Dr. Olson, having served on diverse committees for the Department of Physics, the College of Science and Engineering and the American Astronomical Society, and having volunteered for numerous public speaking engagements in venues such as the San Marcos Public Library, the San Marcos Area Arts Council, and the Museums of Art in Dallas, Texas, San Antonio, Texas, Toledo, Ohio, and Phoenix, Arizona, has demonstrated an unmatched commitment of service to his profession and to Texas State University; and,

Whereas, Donald W. Olson, by his qualities of service and character, has brought great honor to Texas State University, The Texas State University System, and the Great State of Texas;

Now, Therefore Be It Resolved on this 13th day of November, 2015, that Donald W. Olson be designated a *Regents' Professor* and forever hold said title, including all honors, rights and privileges appurtenant thereto.

Dr. Jaime R. Garza, Chairman

Rossanna Salazar, Vice Chairman

Charlie Amato

William F. Scott

Veronica Muzquiz Edwards

Alan L. Tinsley

David Montagne

Donna N. Williams

Vernon Reaser III

Attest:

Spencer Copeland, Student Regent

Brian McCall, Ph.D., Chancellor

TSUS: Conferring the *Regents' Scholar Award* upon Lamar University Student, Keeley Townley-Smith

Upon motion of Regent _____, seconded by Regent _____, upon the recommendation of the Chancellor and nomination by the university president, it was ordered that:

1. The *Regents' Scholar Award* be conferred, in perpetuity, upon Lamar University student, Keeley Townley-Smith;
2. The *Regents' Scholar* medallion be presented to her along with a scholarship of \$2,500; that she have the right to wear such medallion at graduation and other appropriate events; and that she be recognized at graduation as having received this award; and,
3. The attached resolution be adopted; presented to her; and forever recorded and preserved in the minutes of this Board of Regents.



Board of Regents
The Texas State University System

Resolution
designating
Keeley Townley-Smith
as
Regents' Scholar

Whereas, Keeley Townley-Smith has excelled at the highest levels at Lamar University, repeatedly earning Dean's List and President's List accolades; winning several prestigious academic awards and scholarships, including the David J. Beck Fellowship, the Barry Goldwater Scholarship, and being selected as a Ronald E. McNair scholar; and achieving a 3.98 Grade Point Average in a highly demanding, double major program of Physics and Electrical Engineering; and,

Whereas, Keeley Townley-Smith has exhibited commendable campus involvement, leadership and community service, having volunteered as a Lamar University Ambassador, a Peer Mentor for the Lamar University Honors Association, and as Secretary of the Lamar University Rotaract service club; and, in particular, her leadership as Secretary and later President of the Lamar chapter of the Society of Physics Students, which contributed greatly to the group's recognition as an Outstanding Chapter of the Year for 2013-14; and,

Whereas, Keeley Townley-Smith has demonstrated superb physics knowledge and technical prowess as a National Institute of Standards and Technology Undergraduate Research Fellow, for her study of atomic spectroscopy of various materials; and, as a member of Lamar University's first-ever entry in the international University Physics Competition, for her collaboration with two other team members to win Bronze Medal honors in 2013; and,

Whereas, Keeley Townley-Smith has earned the respect of her fellow students, of her professors, and of the dean and senior administration at Lamar University, exhibiting intelligence, an exceptional work ethic, enthusiasm for learning, caring for others, and commitment to service;

Now, Therefore Be It Resolved on this 13th day of November, 2015, that Keeley Townley-Smith be hereby designated and forever hold the title of *Regents' Scholar* for her exceptional academic achievements and her dedication to the service of others.

Dr. Jaime R. Garza, Chairman

Rossanna Salazar, Vice Chairman

Charlie Amato

William F. Scott

Veronica Muzquiz Edwards

Alan L. Tinsley

David Montagne

Donna N. Williams

Vernon Reaser III

Attest:

Spencer Copeland, Student Regent

Brian McCall, Ph.D., Chancellor

**Texas State University
Informational Item**

Dissolution of the Texas State University Support Foundation

The Texas State Support Foundation received its designation as a 501(c)(3) from the Internal Revenue Service in August 1972. (Tax ID 23-7209746). The rationale for the Support Foundation in 1980 was to provide a mechanism for handling research, public service, and auxiliary enterprise type projects when it is difficult, inappropriate, or less effective to handle such projects through the regular state accounting and funding mechanism.

At that time, the Support Foundation were involved in the portable building for the Child Development Center, laundry vending, a vending trailer, and some other initiatives as well. All the projects that were established no longer exist in that manner.

Since then, the Support Foundation was used to manage gifts of property donated to the University. In recent years, the Development Foundation has taken over many of those gifts. The last gift of property the Support Foundation managed was in 2011.

The following resolution was presented to the Texas State University Support Foundation, and was unanimously accepted to dissolve the entity as a 501(c) (3) and restructure the former Foundation into a committee engaging with the University on the university-held Support Foundation Scholarship Endowment.

**Texas State University Support Foundation Resolution to Restructure into Committee
And Dissolve the entity as a 501(c) (3)**

Upon Motion of Trustee Serur, seconded by Trustee Wilson, effective October 5, 2015, **Be It Resolved:**

that the Texas State University Support Foundation be restructured into a committee consisting of the current membership; that the Treasurer or Vice President for Finance and Support Services at Texas State University work to dissolve the formal 501 (c) (3) entity; that the committee members continue to meet with the President of Texas State University annually to discuss University initiatives; and that committee members be invited to meet the scholarship recipients at least annually.

Be it further resolved that no new committee members will be added; that assets of \$200,000 be donated to Texas State University to be added to the Texas State University Support Foundation Endowment for Scholarships; that the remaining funds of the Support Foundation be used for the fees to dissolve the Foundation and for the President's current unrestricted fund; that the Fire Station Recording Studio Parking Lot be donated to Texas State; and that the current contract with the University for parking spaces be terminated.

TSUS: Acknowledgement of Gifts and Gifts-in-Kind

Recommendation

The Board of Regents acknowledges and approves receipt of the gifts and gifts-in-kind received by the Texas State University System components.

Background

In accordance with the System Rules and Regulations, Chapter III, Section 1.(12) Gift Acceptance, Subsection 1.(12)3 The President of each Component will report all gifts with a value of at least \$5,000 (including cash, personal property, and intellectual property) to the Chancellor for reporting publicly to the Board. Upon written request of the donor, the Board report and minutes shall not state the donor's name and/o.r the gift's value

Lamar University

The following gifts of \$5,000 or more were made payable to Lamar University.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
06/11/15	Mr. and Mrs. B.C. Cheshire	\$5,000.00	College of Education and Human Development
06/12/15	Trans-Global Solutions, Inc.	\$25,000.00	Department of Athletics – Football Suite
06/18/15	ExxonMobil Corporation	\$10,000.00	College of Engineering – Marketing
06/24/15	Nelda C. and H. J. Lutcher Stark Foundation	\$9,000.00	KVLU National Public Radio Station
06/29/15	Chartwell's	\$34,000.00	Chartwell's Scholarship in Hospitality Administration; Chartwell's Scholarship in Dietetics; and Chartwell's Scholarship in Marketing
07/01/15	Foundation for Southeast Texas	\$50,000.00	Tony Houseman Memorial Scholarship
07/01/15	Mr. and Mrs. J. Mark Smith	\$25,000.00	Department of Athletics – Football Suite
07/09/15	ExxonMobil Corporation	\$108,500.00	College of Arts and Sciences; College of Business; and College of Engineering
07/17/15	Anonymous	\$5,000.00	Promise Scholarship
07/20/15	AT&T	\$16,040.00	Department of Athletics – Corporate Sponsorship
07/20/15	Leak Sealers, Inc.	\$25,000.00	Department of Athletics – Football Suite
07/27/15	Texas Association of Music Schools	\$6,000.00	Department of Music
08/04/15	Donald T. Boumans Foundation	\$10,000.00	Donald T. Boumans Memorial Scholarship
08/05/15	Dr. and Mrs. Garrett K. Peel	\$29,400.00	College of Fine Arts and Communication – Le Grand Bal Underwriting

08/12/15	Mr. Chi-Wei Chiu	\$10,000.00	Department of Chemical Engineering
08/17/15	Universal Coin & Bullion, Ltd.	\$24,660.00	Department of Athletics – Football Banquet Underwriting
08/31/15	The Gill Foundation of Texas	\$20,000.00	Gill Award-Cocke
08/31/15	Anonymous	\$5,000.00	Promise Scholarship

Total: \$417,600.00

Lamar University Foundation

The following gifts of \$5,000 or more were made payable to Lamar University Foundation.

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
06/02/15	Dr. MaryE Wilkinson and Mr. Grady L. Dorrough	\$5,000.00	MaryE Wilkinson Scholarship
06/02/15	Market Basket Charitable Foundation	\$8,000.00	Market Basket Charitable Foundation Scholarship
06/22/15	Drs. Jennifer and Omar Hernandez	\$15,000.00	Dr. Russ and Susan Schultz Scholarship in Music
06/23/15	The Gill Foundation of Texas	\$5,000.00	College of Education & Human Development - Texas Governor's Program
06/23/15	Schwab Charitable Fund	\$6,570.00	Don M. Lyle Regents' Scholarship in Engineering and Maryann Lyle Regents' Scholarship in Education
07/16/15	Fidelity Charitable Gift Fund	\$5,500.00	Dr. George J. Hirasaki Scholarship in Chemical Engineering
07/21/15	Mr. and Mrs. Jimmy Booker	\$5,681.00	Merle Merritt Booker Scholarship in Art
07/29/15	Mr. and Mrs. Jerome M. "Bruzzy" Westheimer, Jr.	\$35,000.00	President's Associate Fund
08/04/15	Estate of Ms. Lucille F. Jarisch	\$201,448.36	Lucille Jarisch Endowed Scholarship
08/18/15	American Endowment Foundation	\$15,000.00	Carmen Angelle Jordan Scholarship in Finance
08/18/15	Estate of Mr. Rudy C. Williams	\$21,431.66	Jean and Rudy Williams Academic Enhancement Fund
08/18/15	Mr. and Mrs. Mitch Smith	\$9,400.00	College of Fine Arts and Communication - Le Grand Bal Underwriting
08/18/15	Mr. and Mrs. Kenneth Parsons	\$12,500.00	Information Technology Division Support Fund
08/26/15	Helen Caldwell Locke & Curtis Blakely Locke Charitable Trust	\$50,000.00	Ann Locke Cobb and Charles David Locke Presidential Scholarship in Business

Total: \$395,531.02

Explanations

The following gifts of \$5,000 or more were made to Lamar University.

- Mr. and Mrs. B.C. Cheshire gave an unrestricted gift of \$5,000.00 to the College of Education and Human Development.
- Trans-Global Solutions, Inc. gave \$25,000.00 to the Department of Athletics for a 2015 Football Suite.
- ExxonMobil Corporation gave \$10,000.00 to the College of Engineering for the Spring 2015 Recruiting Early Identification Program.
- The Nelda C. and H. J. Lutcher Stark Foundation gave \$9,000.00 to KVLU, the university's national public radio station.
- Chartwell's gave \$34,000 to establish the Chartwell's Scholarship in Hospitality Administration; Chartwell's Scholarship in Dietetics; and Chartwell's Scholarship in Marketing.
- The Foundation for Southeast Texas, under the advisement of Mrs. Gisela R. Houseman, gave \$50,000.00 to increase the Tony Houseman Memorial Scholarship.
- Mr. and Mrs. J. Mark Smith gave \$25,000.000 to the Department of Athletics for a 2015 Football Suite.
- ExxonMobil Corporation gave \$108,500.00 to the College of Arts and Sciences for Undergraduate Research and Teaching Environmental Science Program; to the College of Business for the Executive in Residence Lecture Series; and to the College of Engineering for Chemical Engineering Process Simulation, Engineering Student Ambassador Program, Summer 2016 Recruiting Early Identification Program, and Summer 2016 Lamar Introduction to Engineering Program.
- An anonymous donor gave \$5,000.00 to establish the Promise Scholarship.
- AT&T gave \$16,040.00 to the Department of Athletics for a 2015-2016 Corporate Sponsorship.
- Leak Sealers, Inc. gave \$25,000.00 to the Department of Athletics for a 2015 Football Suite.
- The Texas Association of Music Schools gave \$6,000.00 to the Department of Music to be used for scholarships.
- The Donald T. Boumans Foundation gave \$10,000.00 to add to the Donald T. Boumans Memorial Scholarship.
- Dr. and Mrs. Garrett K. Peel gave \$29,400.00 to the College of Fine Arts and Communication for Le Grand Bal Underwriting.
- Mr. Chi-Wei Chiu gave \$10,000 as an unrestricted gift to the Department of Chemical Engineering.
- Universal Coin & Bullion, Ltd. gave \$24,600.00 to the Department of Athletics for Football Banquet Underwriting.
- The Gill Foundation of Texas, on behalf of Mr. and Mrs. Jack Gill, gave \$20,000.00 to add to the Gill Award-Cocke.
- An anonymous donor gave \$5,000.00 to add to the Promise Scholarship.

The following gifts of \$5,000 or more were made to the Lamar University Foundation.

- Dr. MaryE Wilkinson and Mr. Grady L. Dorrough gave \$5,000.00 to add to the MaryE Wilkinson Scholarship.
- Market Basket Charitable Foundation gave \$8,000.00 to complete funding for the Market Basket Charitable Foundation Scholarship Endowment.
- Drs. Jennifer and Omar Hernandez gave \$15,000.00 to endow the Dr. Russ and Susan Schultz Scholarship in Music.
- The Gill Foundation of Texas, on behalf of Mr. and Mrs. Jack Gill, gave \$5,000.00 to support the Texas Governor's Program in the College of Education and Human Development.
- The Schwab Charitable Fund, under the advisement of Dr. and Mrs. Don Lyle, gave \$6,570.00 to cover the FY15 budget shortfall for the Don M. Lyle Regents' Scholarship in Engineering and the Maryann Lyle Regents' Scholarship in Education.
- The Fidelity Charitable Gift Fund, under the advisement of Dr. and Mrs. George J. Hirasaki, gave \$5,500.00 to add to the George J. Hirasaki Scholarship in Chemical Engineering.
- Mr. and Mrs. Jimmy Booker donated stock valued at \$5,681.00 to add to the Merle Merritt Booker Scholarship in Art.
- Mr. and Mrs. Jerome M. "Bruzzy" Westheimer donated \$35,000.00 to the President's Associate Fund for the purchase of artwork.
- A bequest from the Estate of Lucille F. Jarisch was received for \$201,448.36 to establish the Lucille Jarisch Endowed Scholarship.
- The American Endowment Foundation, under the advisement of Mr. and Mrs. Matthew L. Jordan, gave \$15,000.00 to establish the Carmen Angelle Jordan Scholarship in Finance.
- A bequest from the Estate of Rudy C. Williams was received for \$21,431.66 to add to the Jean and Rudy Williams Academic Enhancement Fund.
- Mr. and Mrs. Mitch Smith gave \$9,400.00 to the College of Fine Arts and Communication for Le Grand Bal Underwriting.
- Mr. and Mrs. Kenneth W. Parsons pledged \$12,500 through payroll deduction as part of the President's Circle to support the Information Technology Division Support Fund.
- The Helen Caldwell Locke and Curtis Blakey Locke Charitable Trust, on behalf of Mr. and Mrs. Charles B. Locke, gave \$50,000.00 to the Ann Locke Cobb and Charles David Locke President Scholarship to increase the endowment to a Regents' level scholarship.

Sam Houston State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
6/29/2015	Rolando V. and Erlyn Y. del Carmen	\$10,000.00	del Carmen Gift Annuity #11
6/30/2015	Michael R. and Margo K. Crook	\$7,000.00	Friends of Music
7/6/2015	Carolyn L. Faulk	\$5,000.00	Alumni Enrichment
7/24/2015	Carolyn L. Faulk	\$10,000.00	University Events
7/6/2015	John R. and Judith A. Ragsdale	\$5,000.00	Alumni Enrichment
7/13/2015	John R. and Judith A. Ragsdale	\$5,000.00	University Events
8/12/2015	John R. and Judith A. Ragsdale	\$5,000.00	University Events
7/7/2015	William P. Thomas	\$5,800.00	Friends of Music; Department of Agricultural Sciences and Engineering Technology
7/8/2015	Texas Pioneer Foundation	\$20,000.00	Texas Pioneer Foundation Endowment
7/9/2015	Ann Wismer and Michael L. Landolt	\$42,000.00	Jimmy P. Ferris Scholarship Endowment Fund; Jimmy P. Ferris Endowed Scholarship
7/9/2015	Joseph A. and Elizabeth Amato	\$5,000.00	University Events
8/12/2015	Joseph A. and Elizabeth Amato	\$8,965.00	University Events; Ann Morgan Christian Memorial Scholarship Endowment; Sonny Sikes Rodeo and the Sikes Family Scholarship Endowment; Billy Harrell Endowment; Alumni Enrichment
7/14/2015	Randy R. and Ann M. Stewart	\$6,400.00	Baseball Enrichment
7/16/2015	Aurora Commercial Construction, Inc.	\$5,000.00	University Events
7/16/2015	Randy D. and Trisha S. Pollard	\$10,015.00	Pollard Family Scholarship Endowment
7/24/2015	BP Foundation, Inc.	\$5,000.00	Justin and Ann Burnett Sigma Phi Epsilon Scholarship Endowment

7/27/2015	Houston Livestock Show and Rodeo	\$39,300.00	Department of Agricultural Sciences and Engineering Technology; Alumni Enrichment
7/29/2015	Carol H. and Joseph M. Weller	\$25,000.00	University Events
8/28/2015	Carol H. and Joseph M. Weller	\$15,500.00	University Events
7/31/2015	Liberty C. Pollard	\$5,000.00	Pollard Family Scholarship Endowment
8/5/2015	GHS Foundation	\$14,000.00	Smith-Hutson COBA Scholarships
8/18/2015	GHS Foundation	\$1,208,000.00	Smith-Hutson Endowed Scholarship Program
8/5/2015	HGS Self Storage	\$10,000.00	Golf Enrichment
8/12/2015	HGS Self Storage	\$6,000.00	University Events; Alumni Enrichment
8/6/2015	The Terry Foundation	\$135,900.00	Terry Foundation Scholarship
8/12/2015	John M. and Dana G. Hoyt	\$11,350.00	University Events
8/12/2015	Krone Interests, LP	\$10,500.00	University Events
8/12/2015	Mickey W. and Catherine A. Tiner	\$19,500.00	University Events
8/12/2015	Midway Oilfield Constructors, Inc.	\$18,000.00	University Events
8/13/2015	Capital Farm Credit	\$5,000.00	Department of Agricultural Sciences and Engineering Technology
8/17/2015	The 100 Club, Inc.	\$77,835.50	Hundred Club Tuition / Fees
8/18/2015	Barachel Foundation, Inc.	\$9,500.00	Barachel Student Scholarship
8/18/2015	Earl H. Burrough Trust-U.S. Trust, Bank of America PWM	\$24,759.00	Earl H. Burrough Scholarship
8/18/2015	Roland E. Black	\$6,500.00	Friends of Nursing; Alumni Enrichment; African-American Friends of SHSU Scholarship Endowment
8/24/2015	San Antonio Livestock Exposition, Inc.	\$18,750.00	Department of Agricultural Sciences and Engineering Technology; San Antonio Livestock Expositions, Inc. Scholarship
8/26/2015	Medical Office Park - Huntsville LP	\$5,000.00	Mantzoros-Health Science Scholarship

8/28/2015	Sam Houston University Foundation	\$18,713.30	Dr. Frank P. Leathers Math or Science Teacher Education Scholarship; Annual Fund for Excellence; COBA Enrichment; James Dennis Bazan Memorial Endowment; Friends of Music; Ann Morgan Christian Memorial Scholarship Endowment; Baseball Enrichment; Rodeo Activities 2
8/31/2015	Faust Distributing Company	\$7,950.00	Bearkat Champions General Fund; University Events
8/31/2015	Texas Rangers Law Enforcement Association	\$6,000.00	Texas Ranger Law Enforcement Association Scholarship
9/8/2015	PMI Houston Education Foundation	\$28,000.00	COBA Enrichment
9/11/2015	Boulevard Realty	\$5,000.00	Bearkats in Business
9/11/2015	CHS, Inc. - Corporate Citizenship	\$8,000.00	Department of Agricultural Sciences and Engineering Technology
9/15/2015	The Texas State University System Foundation	\$99,100.00	TSUS Health Sciences Gift
9/17/2015	Bryan G. and Danielle Osterhaus	\$5,000.00	Football Enrichment
9/18/2015	Daniel T. Barnes	\$17,990.00	Dr. Sam Barnes Kaplan Review Scholarship
	Total Gifts:	\$2,016,327.80	

Gifts-In-Kind

6/19/2015	Michael H. Henderson	\$10,070.00	GIK - College of Fine Arts and Mass Comm; Friends of Art
9/18/2015	Drug Enforcement Agency-South Central Laboratory	\$131,285.32	GIK Criminal Justice
	Total GIK:	\$141,355.32	

Explanations

Dr. and Mrs. Rolando V. del Carmen gave \$10,000 to establish a Charitable Gift Annuity.

Mr. and Mrs. Michael R. Crook contributed \$7,000 to the School of Music.

Ms. Carolyn L. Faulk provided \$5,000 for the Alumni Association's Distinguished Alumni Gala, and \$10,000 in support of the 2015 Athletics Auction.

Mr. and Mrs. John R. Ragsdale also provided \$5,000 for the Alumni Association's Distinguished Alumni Gala, as well as a total of \$10,000 in support of the 2015 Athletics Auction.

Mr. William P. Thomas gave \$5,000 to the School of Music. Mr. Thomas also gave \$800 to the Department of Agricultural Sciences and Engineering Technology.

The Texas Pioneer Foundation added \$20,000 to the Texas Pioneer Foundation Endowment.

Mrs. Ann Wismer and Mr. Michael Landolt generously contributed \$40,000 for the Jimmy P. Ferris Scholarship Endowment Fund with an additional \$2,000 for the scholarship.

Mr. and Mrs. Joseph A. Amato gave a total of \$12,965 in support of the 2015 Athletics Auction. Mr. and Mrs. Amato also gave \$300 to the Ann Morgan Christian Memorial Scholarship Endowment, \$100 to the Sonny Sikes Rodeo and the Sikes Family Scholarship Endowment, \$100 to the Billy Harrell Endowment, and \$500 for the Alumni Association's Bay Area Alumni Club event.

Mr. and Mrs. Randy R. Stewart provided \$6,400 to the baseball program.

Aurora Commercial Construction, Inc. gave \$5,000 in support of the 2015 Athletics Auction.

Mr. and Mrs. Randy D. Pollard added \$10,015 to the Pollard Family Scholarship Endowment which provides scholarship assistance to students in any discipline.

BP Foundation, Inc. has given its first installment of \$5,000 toward its \$25,000 matching gift pledge for the Justin and Ann Burnett Sigma Phi Epsilon Scholarship Endowment.

The Houston Livestock Show and Rodeo generously donated \$37,800 to the Department of Agricultural Sciences and Engineering Technology for graduate assistantships, as well as a \$1,500 sponsorship for the Alumni Association's Distinguished Alumni Gala.

Mr. and Mrs. Joseph M. Weller supported the 2015 Athletics Auction with a total of \$40,500.

Mrs. Liberty C. Pollard contributed \$5,000 to the Pollard Family Scholarship Endowment which provides scholarship assistance to students in any discipline.

The GHS Foundation generously provided a total of \$1,222,000 to the Smith-Hutson College of Business Administration Scholarship program.

HGS Self Storage donated \$10,000 to the golf program, \$5,000 in support of the 2015 Athletics Auction, and \$1,000 in support of the Alumni Association's 2015 tailgating events.

The Terry Foundation generously gave \$135,900 to the Terry Foundation Scholarship.

Mr. John M. Hoyt and Dr. Dana G. Hoyt contributed \$11,350 in support of the 2015 Athletics Auction.

Krone Interests, LP supported the 2015 Athletics Auction with a gift of \$10,500.

Mr. and Mrs. Mickey W. Tiner provided \$19,500 for the 2015 Athletics Auction.

Midway Oilfield Constructors, Inc. gave \$18,000 in support of the 2015 Athletics Auction.

Capital Farm Credit donated \$5,000 to the Department of Agricultural Sciences and Engineering Technology.

The 100 Club, Inc. provided \$77,835.50 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.

Barachel Foundation, Inc. added a total of \$9,500 to the Barachel Student Scholarship. This scholarship requires students who are proficient in a second language, and assists its recipients in summer internships abroad to prepare for international assignments outside of the United States upon graduation.

The Earl H. Burrough Trust contributed \$24,759 to the Earl H. Burrough Scholarship which provides support to students majoring in Chemistry or Physics.

Dr. Roland E. Black gave \$5,000 to the School of Nursing, \$750 for the Alumni Association's Distinguished Alumni Gala, \$500 African-American Friends of SHSU Scholarship Endowment, and \$250 for the Alumni Association's Black Alumni and Friends tailgating event.

San Antonio Livestock Exposition, Inc. supported agricultural graduate students' stipends with a gift of \$7,500. They also contributed a total of \$11,250 to the San Antonio Livestock Exposition Scholarship Program for undergraduate students in Agriculture.

Medical Office Park – Huntsville LP contributed \$5,000 on behalf of Mr. Dimitrios Mantzoros to establish the Mantzoros Health Science Scholarship.

The Sam Houston University Foundation provided \$14,000 for the Dr. Frank P. Leathers Math or Science Teacher Education Scholarship, \$440 for the Annual Fund for Excellence, \$143.30 for the College of Business Administration, \$930 for the James Dennis Bazan Memorial Endowment, \$100 for the School of Music, \$100 for the Ann Morgan Christian Memorial Scholarship Endowment, \$1,500 for the baseball program, and \$1,500 for the rodeo program.

Faust Distributing Company gave a total of \$6,700 to the Bearkat Champions General Fund, as well as \$1,250 in support of the 2015 Athletics Auction.

Texas Rangers Law Enforcement Association added \$6,000 to the Texas Rangers Law Enforcement Association Scholarship.

PMI Houston Education Foundation donated \$28,000 to the College of Business Administration.

Boulevard Realty supported the 2015 Bearkats in Business event with a gift of \$5,000.

CHS, Inc. – Corporate Citizenship provided \$8,000 for the Department of Agricultural Sciences and Engineering Technology.

The Texas State University System Foundation generously contributed \$99,100 toward its pledge of \$901,000 benefitting the College of Health Sciences.

Mr. and Mrs. Bryan G. Osterhaus gave \$5,000 to the football program.

Mr. Daniel T. Barnes donated \$17,990 to the Dr. Sam Barnes Kaplan Review Scholarship in support of the Allied Health Program.

Gifts-In-Kind

Mr. Michael H. Henderson gave an in-kind contribution of an encaustic painting valued at \$10,000 to the College of Fine Arts and Mass Communication. Mr. Henderson has also given an additional \$70 to the Art Department.

The Drug Enforcement Agency-South Central Laboratory generously gave an in-kind contribution of laboratory equipment valued at \$131,285.32 for use in the College of Criminal Justice.

Sul Ross State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
7/14/2015	The Brown Foundation Inc	\$10,000.00	Theatre Summer Production
7/15/2015	David Wilson	\$5,000.00	Small Business Development Center Excellence Fund
7/23/2015	Alfred S. Gage Foundation	\$10,000.00	BRI Outreach Services
7/23/2015	The Horizon Foundation	\$5,000.00	BRI Stewardship Program
7/23/2015	Bonnie Whiteis	\$5,000.00	BRI Stewardship Program
7/23/2015	Park Cities Quail	\$45,000.00	Park Cities Quail Coalition
8/13/2015	Alex Fairly	\$5,000.00	Men's Basketball
8/13/2015	Dan Allen Hughes	\$50,000.00	BRI Mirador Project
8/14/2015	Cinnabar Energy LTD	\$5,000.00	BRI Stewardship Program
8/14/2015	Brad G. Carter	\$15,000.00	Equine Construction Fund
8/19/2015	Michael Harper	\$5,000.00	BRI Stewardship Program
8/24/2015	Houston Livestock Show and Rodeo	\$25,200.00	Houston Livestock Show Grad Assistant
8/25/2015	Texas Park and Wildlife Foundation	\$28,412.01	TPW Foundation – Pronghorn Study
8/26/2015	Safari Club International West Texas Chapter	\$13,000.00	BRI Aoudad
9/9/2015	Brad G. Carter	\$5,500.00	Century Club Athletic Fund
9/15/2015	San Antonio Livestock Exposition Inc.	\$20,000.00	BRI SALE Fellowship
9/23/2015	Anadarko Petroleum Corporation	\$5,000.00	External Affairs Support Fund / Century Club Athletic Fund

EXPLANATION

Sul Ross State University:

The Brown Foundation, Inc., Mr. Herman L. Stude of Houston, TX awarded a grant of \$10,000 to the Theatre Summer Production .These funds will contribute to providing theatre productions while helping students pursue a degree in Theatre.

Mr. David C. Wilson of Alpine, TX donated \$5,000 to the Small Business Development Center Excellence Fund. These funds contribute to providing support for professional development and foster small business in the Big Bend Region.

The Alfred S. Gage Foundation of San Antonio, TX donated \$10,000 to the Borderlands Research Institute Outreach Services. The Borderlands Research Institute, as researchers and educators, strive to bridge the gap between research, teaching, and outreach by getting pertinent information regarding practical solutions to natural resource management problems in the hands of private landowners and other resource managers. They accomplish this through their Research Highlights publications, newsletters, and regional landowner meetings and conferences.

The Horizon Foundation, Mr. Rod Sanders of Plano, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Ms. Bonnie B. Whiteis of Austin, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Park Cities Quail of Dallas, TX donated \$45,000 to the Borderlands Research Institute Park Cities Quail Coalition Fund. These research projects will enhance the knowledge of the Desert Quail population and habitats.

Mr. Alex Fairly of Amarillo, TX donated \$5,000 to the Men's Basketball Program. This donation helps to provide opportunities for Sul Ross students both in their academic studies and their athletic pursuits.

Mr. Dan Allen Hughes, Jr. and Mrs. Peggy Hughes of Beeville, TX donated \$50,000 to the Borderland Research Institute Mirador Project. This project will enhance the knowledge of white-tailed deer population management and effects to its habitat.

Cinnabar Energy, Ltd. Mr. Jeff Cook of Fort Worth, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Mr. Brad G. Carter of Midland, TX donated \$15,000 to the Equine Construction Fund. This fund is a critical factor in providing new equine facilities for ANRS students and faculty.

Mr. Michael Harper of San Antonio, TX donated \$5,000 to the Borderlands Research Institute Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Houston Livestock Show and Rodeo of Houston, Texas donated \$25,200 to the Houston Livestock Show Graduate Assistant Grant. The graduate assistantships provide two students with the opportunity to pursue their graduate research.

Texas Parks & Wildlife Foundation of Dallas, TX donated \$28,412.01 to the Borderlands Research Institute Pronghorn habitat and restoration project. This project helps to enhance the knowledge of Pronghorn antelope population and habitats and is an important step in the study and vital preservation of these animals.

Safari Club International West Texas Chapter, Inc of Odessa, TX donated \$13,000 to the Borderlands Research Institute Aoudad project. This project helps to enhance the knowledge of Aoudad productivity and survival in the Trans-Pecos area and their relationship to big horn sheep.

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.

Mr. Brad G. Carter of Midland, TX donated \$5,500 to the Century Club Athletic Fund for the purpose of purchasing a new Lobo mascot.

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.

Anadarko Petroleum Corporation of Princeton, NJ donated \$5,000 to match and double the \$2,500 donation of Mr. David Ward. This donation went to the External Affairs Support Fund and the Century Club Athletic Fund. These funds help support the entire university community by ensuring our continued commitment to excellence in educational and athletic opportunities.

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>
6/18/2015	\$5,000	Division of University Advancement—Alumni Non-Memberships and Alumni Association Membership
6/19/2015	\$8,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
6/22/2015	\$25,000	Division of Information Technology—Wittliff Lonesome Dove Gala
6/24/2015	\$7,500	Department of Athletics—Athletic Club Seat Donations
6/25/2015	\$200,000	Division of Information Technology—Library and Research Repository Gifts
6/25/2015	\$15,000	Division of University Advancement—Alumni Non-Memberships; Department of Athletics—Bobcat Club Annual Fund Outright Gifts
7/2/2015	\$10,000	Department of Athletics—Bobcat Club Annual Fund
7/2/2015	\$7,800	Department of Athletics—Athletic Suite Donations
7/9/2015	\$5,000	Department of Athletics—Bobcat Club Annual Fund
7/10/2015	\$5,000	College of Science and Engineering—Concrete Industry Management (CIM) Program Support
7/15/2015	\$5,000	Department of Athletics—Athletic Suite Donations
7/17/2015	\$15,000	Division of Information Technology—Wittliff Lonesome Dove Gala
7/17/2015	\$6,200	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
7/17/2015	\$24,375	Department of Athletics—Athletic Suite Donations
7/21/2015	\$10,000	College of Liberal Arts—Dennis Dunn Family Award
7/27/2015	\$10,000	Department of Athletics—Bobcat Club Annual Fund
7/28/2015	\$5,000	Department of Athletics—Bobcat Club Annual Fund

7/29/2015	\$6,000	Department of Athletics—Athletic Club Seat Donations
7/30/2015	\$9,000	College of Fine Arts and Communication—School of Music Scholarship Fund
8/4/2015	\$8,000	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
8/4/2015	\$200,000	Office of the Provost and Vice President of Academic Affairs—Provost Research Fund
8/5/2015	\$12,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/5/2015	\$11,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/5/2015	\$10,000	Office of the Provost and Vice President of Academic Affairs—River Book Series
8/5/2015	\$5,000	College of Liberal Arts—Young Grosvenor Center National Support
8/5/2015	\$10,000	College of Fine Arts and Communication—Fine Arts Excellence Fund Scholarship
8/7/2015	\$20,000	Division of Information Technology—Wittliff Lonesome Dove Gala
8/7/2015	\$20,000	Division of Information Technology—Wittliff Lonesome Dove Gala
8/7/2015	\$10,000	McCoy College of Business Administration—Professional Selling Partners' Program
8/7/2015	\$5,000	Division of Information Technology—Wittliff Lonesome Dove Gala
8/7/2015	\$8,333.33	Division of Information Technology—Wittliff Lonesome Dove Gala
8/7/2015	\$5,000	Office of the Provost and Vice President of Academic Affairs—Spring Lake Dive Program Gift Fund
8/10/2015	\$4,166.50	Division of Information Technology—Wittliff Lonesome Dove Gala
8/10/2015	\$15,000	Department of Athletics—Football Locker Room Project Donations
8/10/2015	\$8,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/10/2015	\$25,000	Division of Information Technology—Wittliff Lonesome Dove Gala

8/12/2015	\$31,500	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/12/2015	\$7,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/12/2015	\$12,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/12/2015	\$5,250	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/13/2015	\$29,000	Department of Athletics—Athletic Club Seat Donations and Bobcat Club Annual Fund
8/13/2015	\$5,000	Department of Athletics—Athletic Suite Donations
8/14/2015	\$5,412.33	College of Science and Engineering—Freescale Program Support
8/14/2015	\$10,000	Department of Athletics—Golf Practice Facility
8/17/2015	\$30,000	Department of Athletics—Athletic Suite Donations
8/17/2015	\$380,000	College of Liberal Arts—Prehistory Research Project
8/18/2015	\$7,000	Department of Athletics—Bobcat Club Annual Fund and Athletic Club Seat Donations
8/18/2015	\$10,000	College of Fine Arts and Communication—School of Music Scholarship Fund
8/20/2015	\$15,000	Department of Athletics—Athletic Suite Donations
8/21/2015	\$13,124	Department of Athletics—Athletic Suite Donations
8/21/2015	\$30,000	Department of Athletics—Athletic Suite Donations
8/24/2015	\$5,000	McCoy College of Business Administration—Farm Credit Bank of Texas Scholarship
8/27/2015	\$12,000	College of Science and Engineering—Industry Support Scholarship Fund (ISSF)
8/27/2015	\$30,000	Department of Athletics—Football Locker Room Project Donations
8/27/2015	\$12,152.05	College of Liberal Arts—Dennis and Margaret Dunn History Studies Presidential Endowed Scholarship

8/27/2015	\$96,000	College of Education—The James Patterson Teacher Education Scholarship Fund
8/28/2015	\$5,000	Division of Information Technology—Wittliff Lonesome Dove Gala
8/31/2015	\$187,603.56	Department of Athletics—Athletic Facilities – Bricks and Mortar Gifts
8/31/2015	\$37,500	Office of the Provost and Vice President of Academic Affairs—Willett Foundation – Cypress Creek
8/31/2015	\$6,000	College of Applied Arts—Texas Ranger Law Enforcement Association Scholarship
9/8/2015	\$2,500,000	College of Health Professions—Health Professions Building – Round Rock Campus
9/10/2015	\$10,000	McCoy College of Business Administration—Professional Selling Partners' Program
9/10/2015	\$5,000	McCoy College of Business Administration—Professional Selling Partners' Program
TOTAL:	<u>\$4,251,916.77</u>	

The following Gifts-in-Kind valued at \$5,000 or more were made to Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
7/29/2015	\$44,950	College of Fine Arts and Communication—GIK – Art and Design
TOTAL:	<u>\$44,950.00</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>
6/22/2015	\$50,000	College of Liberal Arts—Barney and Linda Knight Endowed Scholarship Fund
6/24/2015	\$50,117.70	College of Science and Engineering—John R. and Alice A. Ballard Endowed Scholarship
6/30/2015	\$5,000,000	College of Science and Engineering—Bruce and Gloria Ingram Gift Agreement Engineering and Science

7/23/2015	\$94,440.03	College of Education—The Preston T. Bowling Scholarship Fund
8/17/2015	\$30,879.62	College of Education— The Preston T. Bowling Scholarship Fund
8/24/2015	\$300,000	College of Liberal Arts—Shumla Research Endowed Professorship
8/24/2015	\$247,251.05	College of Education— The Preston T. Bowling Scholarship Fund
8/31/2015	\$25,000	College of Science and Engineering—Bounita Favorite Society of Plastics Engineers South Texas Endowed Scholarship
8/31/2015	\$20,000	College of Health Professions—Rodney E. Rohde Clinical Laboratory Science Scholarship
9/11/2015	\$75,000	Department of Athletics—J. Ryan Whittington Leadership Academy in Athletics
9/11/2015	\$8,000	College of Fine Arts and Communication—Steven A. Beebe Communication Studies Graduate Scholarship
TOTAL:	<u>\$5,900,688.40</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>
8/10/2015	\$5,000	McCoy College of Business Administration—Luman Richard Barton Endowed Scholarship
8/31/2015	\$5,000	McCoy College of Business Administration—A. O. Hamon Endowed Undergraduate Scholarship
9/9/2015	\$269,000	McCoy College of Business Administration—Darren Casey Endowed Professorship in Business
TOTAL:	<u>\$279,000.00</u>	

Explanation

The following gifts of \$5,000 or more were made to Texas State University.

- An alumna in San Antonio, Texas, donated \$5,000 to the Alumni Non-Memberships account and Alumni Association Membership account in the Division of University Advancement.
- An alumnus and spouse in Cypress, Texas, donated \$8,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- A couple in Fort Worth, Texas, donated \$25,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- A corporation in San Marcos, Texas, donated \$7,500 to the Athletic Club Seat Donations account in the Department of Athletics.
- A foundation in Houston, Texas, donated \$200,000 to the Library and Research Repository Gifts account in the Division of Information Technology.
- An alumni couple in Austin, Texas, donated \$15,000 to the Alumni Non-Memberships account in the Division of University Advancement and the Bobcat Club Annual Fund Outright Gifts account in the Department of Athletics.
- An alumni couple in San Marcos, Texas, donated \$10,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$7,800 to the Athletic Suite Donations account in the Department of Athletics.
- An alumna and spouse in San Marcos, Texas, donated \$5,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A foundation in Austin, Texas, donated \$5,000 to the Concrete Industry Management (CIM) Program Support account in the College of Science and Engineering.
- A couple in San Marcos, Texas, donated \$5,000 to the Athletic Suite Donations account in the Department of Athletics.
- A foundation in Houston, Texas, donated \$15,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- An alumna in San Marcos, Texas, donated \$6,200 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$24,375 to the Athletic Suite Donations account in the Department of Athletics.
- An alumna and spouse in San Marcos, Texas, donated \$10,000 to the Dennis Dunn Family Award account in the College of Liberal Arts.
- An alumnus and spouse in London, Texas, donated \$10,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- An alumnus and spouse in Austin, Texas, donated \$5,000 to the Bobcat Club Annual Fund 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.
- An organization in Beeville, Texas, donated \$9,000 to the School of Music Scholarship Fund account in the College of Fine Arts and Communication.
- A corporation in Austin, Texas, donated \$8,000 to the Athletic Club Seat Donations account and the Bobcat Club Annual Fund account in the Department of Athletics.
- A corporation in Irving, Texas, donated \$200,000 to the Provost Research Fund account in the Office of the Provost and Vice President of Academic Affairs.
- An alumnus and spouse in Corpus Christi, Texas, donated \$12,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- An alumnus and spouse in Victoria, Texas, donated \$11,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- A foundation in Buda, Texas, donated \$10,000 to the River Book Series account in the Office of the Provost and Vice President of Academic Affairs.
- An alumnus and spouse in West Lake Hills, Texas, donated \$5,000 to the Young Grosvenor Center National Support account in the College of Liberal Arts.
- A corporation in Minneapolis, Minnesota, donated \$10,000 to the Fine Arts Excellence Fund Scholarship account in the College of Fine Arts and Communication.
- A couple in Austin, Texas, donated \$20,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- An individual in Wharton, Texas, donated \$20,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- A corporation in Austin, Texas, donated \$10,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- A couple in Fort Worth, Texas, donated \$5,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- A couple in Fort Worth, Texas, donated \$8,333.33 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- A corporation in San Antonio, Texas, donated \$5,000 to the Spring Lake Dive Program Gift Fund account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in Georgetown, Texas, donated \$4,166.50 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- An alumnus and spouse in Kerrville, Texas, donated \$15,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$8,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.

- An organization in Fort Worth, Texas, donated \$25,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- An alumnus and spouse in Boerne, Texas, donated \$31,500 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- An individual in Austin, Texas, donated \$7,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$12,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- An individual in Austin, Texas, donated \$5,250 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- An alumnus and spouse in San Antonio, Texas, donated \$29,000 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 \$5,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$5,412.33 to the Freescale Program Support account in the College of Science and Engineering.
- An alumnus and spouse in La Grange, Texas, donated \$10,000 to the Golf Practice Facility account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$30,000 to the Athletic Suite Donations account in the Department of Athletics.
- An organization in San Marcos, Texas, donated \$380,000 to the Prehistory Research Project account in the College of Liberal Arts.
- A corporation in San Marcos, Texas, donated \$7,000 to the Bobcat Club Annual Fund account and the Athletic Club Seat Donations account in the Department of Athletics.
- A couple in San Marcos, Texas, donated \$10,000 to the School of Music Scholarship Fund account in the College of Fine Arts and Communication.
- A corporation in Lampasas, Texas, donated \$15,000 to the Athletic Suite Donations account in the Department of Athletics.
- An alumnus in Houston, Texas, donated \$13,124 to the Athletic Suite Donations account in the Department of Athletics.
- A couple in Pinehurst, Texas, donated \$30,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$5,000 to the Farm Credit Bank of Texas Scholarship account in the McCoy College of Business Administration.
- A foundation in Austin, Texas, donated \$12,000 to the Industry Support Scholarship Fund (ISSF) account in the College of Science and Engineering.
- An alumnus and spouse in Cypress, Texas, donated \$30,000 to the Football Locker Room Project Donations account in the Department of Athletics.

- An alumna and spouse in San Marcos, Texas, donated \$12,152.05 to the Dennis and Margaret Dunn History Studies Presidential Endowed Scholarship account in the College of Liberal Arts.
- A foundation in New York, New York, donated \$96,000 to the James Patterson Teacher Education Scholarship Fund account in the College of Education.
- A couple in Houston, Texas, donated \$5,000 to the Wittliff Lonesome Dove Gala account in the Division of Information Technology.
- An alumnus in San Antonio, Texas, donated \$187,603.56 to the Athletic Facilities – Bricks and Mortar Gifts account in the Department of Athletics.
- A foundation in Denver, Colorado, donated \$37,500 to the Willett Foundation – Cypress Creek account in the Office of the Provost and Vice President of Academic Affairs.
- An organization in Dallas, Texas, donated \$6,000 to the Texas Ranger Law Enforcement Association Scholarship account in the College of Liberal Arts.
- A foundation in Austin, Texas, donated \$2,500,000 to the Health Professions Building – Round Rock Campus account in the College of Health Professions.
- A corporation in Dallas, Texas, donated \$10,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- A corporation in Melville, New York, donated \$5,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.

The following Gifts-In-Kind valued at \$5,000 or more were made to Texas State University.

- An individual in Austin, Texas, donated art worth \$44,950 to the School of Art and Design in the College of Fine Arts and Communication.

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.

- An alumnus and spouse in Austin, Texas, donated \$50,000 to the Barney and Linda Knight Endowed Scholarship Fund account in the College of Liberal Arts.
- An individual in San Marcos, Texas, donated \$50,117.70 to the John R. and Alice A. Ballard Endowed Scholarship account in the College of Science and Engineering.
- A couple in New Braunfels, Texas, donated \$5,000,000 to the Bruce and Gloria Ingram Gift Agreement Science and Engineering account in the College of Science and Engineering.
- An individual (now deceased) in Golden Eagle, Illinois, donated \$94,440.03 to the Preston T. Bowling Scholarship Fund account in the College of Education.
- An individual (now deceased) in Golden Eagle, Illinois, donated \$30,879.62 to the Preston T. Bowling Scholarship Fund account in the College of Education.
- An organization in Comstock, Texas, donated \$300,000 to the Shumla Research Endowed Professorship account in the College of Liberal Arts.

- An individual (now deceased) in Golden Eagle, Illinois, donated \$247,251.05 to the Preston T. Bowling Scholarship Fund account in the College of Education.
- A corporation in Houston, Texas, donated \$25,000 to the Bounita Favorite Society of Plastics Engineers South Texas Endowed Scholarship account in the College of Science and Engineering.
- A corporation in Dublin, Ohio, donated \$20,000 to the Rodney E. Rohde Clinical Laboratory Science Scholarship account in the College of Health Professions.
- An alumnus and spouse in Corpus Christi, Texas, donated \$75,000 to the J. Ryan Whittington Leadership Academy in Athletics account in the Department of Athletics.
- A couple in San Marcos, Texas, donated \$8,000 to the Steven A. Beebe Communication Studies Graduate Scholarship account in the College of Fine Arts and Communication.

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.

- An alumna and spouse in Plano, Texas, donated \$5,000 to the Luman Richard Barton Endowed Scholarship account in the McCoy College of Business Administration.
- A corporation in Saint Paul, Minnesota, donated \$5,000 to the A. O. Hamon Endowed Undergraduate Scholarship account in the McCoy College of Business Administration.
- An alumnus in San Antonio, Texas, donated \$269,000 to the Darren Casey Endowed Professorship in Business account in the McCoy College of Business Administration.

LAMAR INSTITUTE OF TECHNOLOGY

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
7/12/2015	ExxonMobil Foundation	\$24,000.00	Scholarships
7/12/2015	ExxonMobil Foundation	\$15,000.00	Process Operating Unit
7/23/2015	Plum Nearly Ranch	\$5,000.00	LIT Foundation
7/30/2015	Donald T. Boumans Foundation	\$20,000.00	LIT Foundation
7/30/2015	Jonathan Wolfe Endowment	\$7,859.24	LIT Foundation
8/3/2015	ExxonMobil Corporation	\$5,000.00	LIT Foundation
8/7/2015	Mamie McFaddin Ward Scholarship	\$5,000.00	Scholarships
8/17/2015	Golden Pass LNG	\$5,000.00	LIT Foundation
8/19/2015	Houston Livestock Show and Rodeo	\$32,000.00	Scholarships
8/19/2015	Smith-Hutson Scholarship Program	\$150,000.00	Scholarships
8/26/2015	SETEX Construction Corp	\$5,000.00	LIT Foundation
9/1/2015	Total Port Arthur Refinery	\$5,000.00	LIT Foundation
9/2/2015	Rod Carroll Endowment	\$5,000.00	LIT Foundation
9/4/2015	Edmund P. Kuempel Scholarship	\$5,000.00	Scholarships
9/25/2015	Inotek Safety Consultants LLC	\$15,000.00	LIT Foundation
10/2/2015	Pamela K. Moore	\$10,000.00	LIT Foundation
10/2/2015	Mamie McFaddin Ward Scholarship	\$10,590.00	Scholarships
10/20/15	Association of Chemical Industry of Texas	\$10,000.00	Scholarships

TOTAL: \$334,449.24

EXPLANATIONS

\$24,000 was received on July 12, 2015 from ExxonMobil Foundation for the benefit of BISD dual enrollment scholarships for students in process operating and computer networking and troubleshooting.

\$15,000 was received on July 12, 2015 from ExxonMobil Foundation for the maintenance of the process operating unit.

\$5,000 was received on July 23, 2015 from Plum Nearly Ranch for the benefit of the 2015 LIT Salute to the Real American Heroes event and its endowment which provides scholarships to students in police, fire, emergency medical services, criminal justice and homeland security programs.

\$20,000 was received on July 30, 2015 from the Donald T. Boumans Foundation for scholarships benefiting instrumentation, and occupational safety and health programs.

\$7,859.24 was received on July 30, 2015 from friends of Jonathan Wolfe for the benefit of The Jonathan Wolfe Endowment which provides scholarships for fire academy and general education programs.

\$5,000 was received on August 3, 2015 from ExxonMobil Corporation for the benefit of the 2015 LIT Salute to the Real American Heroes event and its endowment which provides scholarships to students in police, fire, emergency medical services, criminal justice and homeland security programs.

\$5,000 was received on August 7, 2015 from the Mamie McFaddin Ward Scholarship Foundation for the benefit of scholarships to students enrolled in allied health programs.

\$5,000 was received on August 17, 2015 from Golden Pass LNG for the benefit of the 2015 LIT Salute to the Real American Heroes event and its endowment which provides scholarships to students in police, fire, emergency medical services, criminal justice and homeland security programs.

\$32,000 was received on August 19, 2015 from the Houston Livestock Show and Rodeo for the benefit of scholarships students in HVAC, process operating and instrumentation programs.

\$150,000 was received on August 19, 2015 from the Smith-Hutson Scholarship Program for the benefit of scholars enrolled in radiology, management development, computer networking, accounting, sonography, general education/developmental studies, welding, process operating, instrumentation, emergency medical services, occupational safety and health, and the regional fire academy for the Fall 2015 semester.

\$5,000 was received on August 26, 2015 from SETEX Construction Corporation for the benefit of the 2015 LIT Salute to the Real American Heroes event and its endowment which provides scholarships to students in police, fire, emergency medical services, criminal justice and homeland security programs.

\$5,000 was received on September 1, 2015 from Total Port Arthur Refinery for the benefit of the 2015 LIT Salute to the Real American Heroes event and its endowment which provides scholarships to students in police, fire, emergency medical services, criminal justice and homeland security programs.

\$5,000 was received on September 2, 2015 from Assistant Chief Deputy Rod Carroll for the benefit of the Rod Carroll Endowment which provides scholarships to students enrolled in public service and safety educational programs.

\$5,000 was received on September 4, 2015 from The Texas State University System Foundation for the benefit of the Edmund P. Kuempel Scholarship.

\$15,000 was received on September 25, 2015 from Inotek Safety Consultants LLC for the benefit of the 2016 LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$10,000 was received on October 2, 2015 from Pamela K. Moore for the benefit of the Geer Memorial Scholarship Endowment which provides scholarships to Vidor High School graduates in technology programs.

\$10,590 was received on October 2, 2015 from the Mamie McFaddin Ward Scholarship Foundation for the benefit of Fall 2015 scholarships to students enrolled in allied health programs.

\$10,000 was received from the Association of Chemical Industry of Texas for the benefit of Spring 2016 scholarships to students enrolled in craft training programs leading to career opportunities in the chemical manufacturing industry.

Lamar State College-Orange

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
08/21/15	Nelda C. and H.J. Lutcher Stark Foundation	\$75,000.00	Lamar State College-Orange Scholarship Fund
08/11/15	Donald T. Bouman Foundation	\$10,000.00	Lamar State College-Orange Scholarship Fund

EXPLANATION

The following gift of \$5,000 or more was made payable to Lamar State College-Orange.

- Scholarship donation from the Nelda C. and H.J. Lutcher Stark Foundation in the amount of \$75,000.00.
- Scholarship donation from the Donald T. Bouman Scholarship in the amount of \$10,000.00.

**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)
7/31/2015	Donald T. Boumans Foundation	\$20,000	Donald T. Boumans Memorial Scholarship
8/25/2015	Motiva Enterprises, LLC	\$10,000	Gulf Coast Gala
8/31/2015	Air Products, LLC	\$5,623	Port Arthur Industrial Group Scholarship
9/4/2015	Oxbow Calcining, LLC	\$5,623	Port Arthur Industrial Group Scholarship
9/9/2015	“A Class Act” Drama Club	\$5,000	“A Class Act” Drama Club Scholarship
9/14/2015	Koch Companies Public Sector, LLC/Flint Hills Resources	\$14,067	Port Arthur Industrial Group Scholarship
9/14/2015	BASF TOTAL Petrochemicals, LLC	\$5,623	Port Arthur Industrial Group Scholarship
9/28/2015	Port Arthur Steam Energy LP	\$5,623	Port Arthur Industrial Group Scholarship
9/28/2015	TOTAL Petrochemicals & Refining USA, Inc.	\$11,246	Port Arthur Industrial Group Scholarship
TOTAL		\$82,805	

EXPLANATION

The following gifts of \$5,000 or more were made to the Port Arthur Higher Education Foundation.

Donald T. Boumans Foundation gave \$20,000 to the Donald T. Boumans Memorial Scholarship.

Motiva Enterprises, LLC gave \$10,000 for the sponsorship of the 12th Annual Gulf Coast Gala.

Air Products, LLC gave \$5,623 to the Port Arthur Industrial Group Scholarship.

Oxbow Calcining, LLC gave \$5,623 to the Port Arthur Industrial Group Scholarship.

“A Class Act” Drama Club gave \$5,000 to establish “A Class Act” Drama Club Scholarship.

Koch Companies Public Sector, LLC/Flint Hills Resources gave \$14,067 to the Port Arthur Industrial Group Scholarship.

BASF TOTAL Petrochemicals, LLC gave \$5,623 to the Port Arthur Industrial Group Scholarship.

Port Arthur Steam Energy, LP gave \$5,623 to the Port Arthur Industrial Group Scholarship.

TOTAL Petrochemicals & Refining USA, Inc. gave \$11,246 to the Port Arthur Industrial Group Scholarship.



OFFICE OF THE PRESIDENT
LAMAR UNIVERSITY™

President's Briefing
for the Board of Regents
November 2015

RETENTION & RECRUITMENT: This fall, Lamar set an all-time record headcount enrollment of 14,966, a .5% increase over last fall. The (CBM) reportable headcount was 14,445 (up .4%), also a record. Credit hours totaled 130,786 and reportable hours were 128,884. Both figures are not directly comparable to last year's totals due to the inclusion of an additional Academic Partnership term last year that was not captured this year due to the State reporting calendar. The University's growth resulted from continued increases in online M.Ed. students (especially in Counseling and Special Populations M.Ed. program) and master's students in computer science and engineering (especially industrial, chemical, and mechanical engineering). The College of Engineering grew by 12.5 percent, while the other four colleges remained flat. Five of the top seven departments with the largest growth were STEM departments. FTIC and transfer enrollment both increased by double-digits, and the quality of this fall's freshman class remained high which bodes well for future performance metrics such as retention and 4 and 6 year graduation rates.

Lamar's strategic enrollment management team has invested considerable effort and resources in new recruitment and marketing strategies in the greater Houston region and returns are obvious in this fall's numbers. FTICs freshmen numbers increased for Harris County and all of the counties south of Houston. FTIC freshmen arrived this fall from 19 other countries and 19 different states, adding to the diversity and global mix of our student population. New marketing and recruiting efforts have started in the Dallas-Fort Worth metroplex and in the north and west Houston suburbs. Lamar launched a new freshmen interest group (FIG) requirement this fall for all provisionally admitted (*I Will*) freshmen, and encouraged all regularly admitted freshmen to participate as well. Over 700 freshmen are taking part in 30 FIGs.

UNIVERSITY ADVANCEMENT: **Lamar University President's Circle.** October 9, 2015 marks the second annual Lamar University President's Circle dinner. The President's Circle honors and recognizes individuals who have made a philanthropic commitment to the success of Lamar University students by pledging their ongoing support of strategic priorities for the University. The President's Circle 2015 event recognizes thirty-three new members along with those donors who have committed to increase their level of support. John Alexander was named the featured speaker for the 2015 President's Circle.

John Alexander received his art degree from Lamar University in 1968 and is a world renowned artist whose works pay tribute to the rich tradition of painters throughout the history of art. His early works were primarily semi-abstract landscapes, and later, dense, expressionistic paintings. His more recent drawings and paintings include beautifully rendered birds, plants and animals (often those native to Texas and the Southern Gulf Coast states), and satirical works of characters and masked figures representing the most dysfunctional members of society. Alexander was awarded a Fellowship by the National Endowment for the Arts in 1981 and another by the Solomon R. Guggenheim Memorial Foundation in 1984. John had a major retrospective at the Smithsonian American Art Museum and the Museum of Fine Arts in

Houston in 2007. His work is included in the permanent collections of leading museums around the United States, including the Corcoran Gallery of Art in Washington, D.C., The Metropolitan Museum of Art in New York, the Smithsonian American Art Museum in D.C., the Museum of Contemporary Art in L.A., the Museum of Fine Arts in Houston, the Dallas Museum of Art and the Ogden Museum of Southern Art in New Orleans. His work has also been collected by numerous private individuals throughout the country.

Center for Innovation, Commercialization, and Entrepreneurship. Lamar University held a ceremonial ground breaking event on September 15, 2015 for the 21,000 square-foot innovation center on campus next to the new administration building. Lamar University President Ken Evans made the official announcement, Regent Bill Scott represented the Texas State University System at the ceremony.

The new Center for Innovation, Commercialization, and Entrepreneurship (CICE) will house offices, labs, meeting space, training areas and an event center. The building on the corner of Rolfe Christopher Drive and Jim Gilligan Way on the south end of the LU campus will open in 2017. The CICE is a partnership between Lamar University's College of Business and College of Engineering and the Southeast Texas business community. The center is a conduit for industry and university interaction, including projects, on-going research, student experiential learning, special events and training. The center promotes a strong emphasis on student development and training to prepare graduates for rewarding careers by familiarizing them with entrepreneurial real-world projects. New businesses supported by the center are technology-focused providing products and services for existing and future industry.

PROGRAM DEVELOPMENTS: Deaf Studies and Deaf Education graduate students Beth Hamilton and Heidi MacGlaughlin collaborated on the publication, "Early Access to Natural Language, the Launchpad for Successful Language Acquisition" (2016, March) and submitted their proposal for presentation at the annual meeting of the Early Hearing Detection Intervention (EHDI) in San Diego, CA.

William Shipp IV, a Lamar chemical engineering undergraduate student, spent his summer working on research at Tongji University in Shanghai as part of the Beck Fellowship program.

Electrical Engineering major Tyler Doiron attended a summer research internship at the Jet Propulsion Lab (JPL) and Caltech lab during the summer of 2015. JPL is a part of NASA since 1958. Tyler conducted leading-edge research work on DTN-based space network under supervision of Dr. Scott Burleigh a top scientist in R&D of space networks and deep-space communication in the world.

Nicolas Nikoloutsos, a double major in Physics and Electrical Engineering and Keeley Townley-Smith, another double major in Physics and Electrical Engineering received the prestigious 2015 Summer Undergraduate Research Fellowship (SURF) funded by National Institute of Standards and Technology (NIST). This fellowship is designed to inspire undergraduate students to pursue careers in STEM (science, technology, engineering, and mathematics) through a unique research experience that supports the NIST mission.

Professor Mahavier: Calculus I, II & III notes were accepted for publication at the Journal of Inquiry-Based Learning in Mathematics (No. 37, April 2015) and are, to the best of our knowledge, the ONLY full set of IBL Calculus notes available anywhere. They have been used at many institutions across the country including: SUNY Potsdam, USNA, Northern Arizona,

Texas State, Lamar University, Central Missouri, Tarleton, Huntington, Husson, SUNY New Paltz, Quinnipiac, Brigham and Young, and Tarrant County College.

Ruth Grace Megnet won the graduate non-fiction award from the Texas Association of Creative Writing Teachers. Her winning essay, "Italia," a travel essay, was sponsored by Jerry Bradley. She read it at the 2015 meeting on Sept. 19 in Galveston, Texas.

Sculpture by Professor Kurt Dyrhaug, Department of Art, was selected for a National Group Exhibition at the Grounds For Sculpture in Hamilton, New Jersey. "Disruption" has been organized and curated by Grounds For Sculpture in collaboration with three national chapters of the International Sculpture Center (ISC): Chicago Sculpture International, Texas Sculpture Group, and the Pacific Rim Sculptors Group. The exhibition features 18 works by contemporary artists selected from the three chapters. The exhibition is on view from October 25, 2015 through March 27, 2016.

Travis Prokop's Choreography selected to showcase at The Dance Gallery Festival New York City, and was picked out of 200 international submissions, and Performed at the Alvin Ailey Theater in NYC. Travis Prokop is scheduled to dance in ABC's nationally broadcasted television show American Crime this Fall.

Dr. Hsing-wei Chu, Piper and University Professor, Chairman of the Department of Mechanical Engineering, received the first William G. Lesso Memorial Award for excellence in engineering from the International Institute of Informatics and Systemics on July 15, 2015.

Lamar University has been recognized by Princeton Review's "Best 295 Business Schools: 2016 Edition" for its exceptional MBA and leadership programs in the College of Business. Of the 295 business schools recognized, 280 are in the U.S. and 15 are international. Princeton Review, an American-based standardized test preparation and admissions consulting company, selects business schools based on institutional data collected and their academic programs. The review specifically covered academics, career and placement, and student life and environment. The school rankings are derived from an 80-question survey given to students attending the schools and take into account how those students rate their experiences with the institution, MBA program, campus life, student body, and faculty.

The Continuing Nursing Education (CNE) Committee of the Texas Nurses Association (TNA) has approved the Lamar University Dishman Department of Nursing Provider's application for a three year period. In addition, the application was awarded "Approved with Commendation." Approvals with commendation are reserved for those organizations submitting applications that are concise, well organized, meet or exceed ANCC/TNA Approved Provider application criteria and demonstrate a commitment to continuing nursing education as reflected in the representative activities. Dr. Cynthia Stinson is the Coordinator of the Continuing Education unit in Nursing at Lamar University in Beaumont and submitted the application for review.

The College of Fine Arts & Communication honored internationally celebrated artist and LU alum John Alexander with a naming and dedication of the John Alexander Painting Studio on Oct. 8. A Beaumont native, Alexander received an art degree from LU in 1968 and a MFA from Southern Methodist University. A recipient of National Endowment for the Arts and Guggenheim Memorial Foundation fellowships, his work is included in the permanent collections of leading museums around the nation. Alexander was recognized earlier this year as Le Grand Bal's first ever honorary artist, and has generously donated artwork, including five large paintings and drawings, to the Dishman Art Museum's permanent collection. He remains deeply committed to advancing art education at Lamar University and in Southeast Texas.

In August, the Department of Communication received a grant from the City of Beaumont for \$260,000. The grant will be used to purchase broadcast and film equipment for Lamar's educational-access television station.

New Center for Advances in Port Management (\$2.7 million over 2 years) headed by Dr. Brian Craig (IE) started on September 1, 2015.

New Air and Water Quality Center (\$1.1 million over 2 years) headed by Dr. Jerry Lin (CEE) started on September 1, 2015.

Lamar University was named again a top college for online computer science programs by ComputerScienceOnline.org. This organization is a leading resource for online learning in computer science and related fields. The Computer Science Online organization recently analyzed data from hundreds of colleges offering computer science programs online and published a new list of the Best Online Computer Science Degree Programs 2015-2016. They list the schools which exceed the standard of excellence when it comes to online learning in one of twelve central computer science and tech-related disciplines based on the following criteria:

- the online tuition cost
- the student-teacher ratio
- the six-year graduation rate
- the percentage undergraduate students receiving aid
- the academic/career counseling service
- the ABET accreditation
- Number of available degree programs in computer science, computer engineering, computer forensics, cyber security, database administration, information security, information technology, computer networking, programming, software engineering or web development.

CAPITAL IMPROVEMENTS: Construction is under way for the Wayne A. Reaud Building. Anticipated substantial completion is June 2016.

Center for Innovation and Commercialization: The facility has been reduced to 20,000 gross square feet to bring the cost of the project within budget. The 100% construction documents are scheduled for completion on September 26th. Currently construction start date is November 22, 2015. Anticipated substantial completion is November 18, 2016.

Lamar University Sports: A Women's Softball Field Complex has been completed, by ALLCO Construction, the project is 100% Complete as of August 20, 2015. The Resurfacing of the Ty Terrell has been completed, by Beynon Sports, the project is 100% Complete as of July 9, 2015.

INFORMATION TECHNOLOGY: **Completed projects** include: Upgrade of Residence Hall internet service through Time Warner and implementation of managed wireless in the Residence Halls, upgrade of active directory, external internet bandwidth expansion, new security camera system in the Residence Halls, and new access control system in the Residence Halls; **New projects** chartered during the past quarter include implementation of Microsoft Office 365; **Current projects** include: implementation of credit card processing through Touchnet Marketplace and Cashiering, continued security camera and access control system deployment, Ellucian Banner 9 HR module, new data center design, CRM business

integration, and security and system management policy development. **Upcoming projects** include: Banner system upgrade to Banner 9, workflow product evaluation, Information Technology Service Management Tool (ITSM) selection and implementation, voice system upgrade, and an internal campus network refresh.



SAM HOUSTON STATE UNIVERSITY

President's Briefing for the TSUS Board of Regents November 2015

RECRUITMENT AND RETENTION

Sam Houston State University students are getting the “best bang for the buck,” according to a new ranking released by *Washington Monthly* magazine. SHSU is ranked 8th in its “Best Bang for the Buck Colleges in the South” category. *Washington Monthly's* college rankings rate institutions based on three criteria: social mobility, research and civic engagement, as well as colleges that are doing the best job of helping non-wealthy students attain marketable degrees at affordable prices.

Sam Houston State University and The University of Texas at Tyler signed a new partnership agreement providing an effective pathway for SHSU students to earn a bachelor's degree in selected engineering fields. Through the agreement, SHSU students will be able to begin their study in Huntsville taking lower-level courses through SHSU's engineering technology program and complete their engineering degree with The University of Texas at Tyler, at either the main campus or through the course offerings at the UT Tyler Houston Engineering Center. The partnership will increase the number of students enrolled at both institutions in an area of critical need. Several estimates indicate that the State of Texas will need 80,000 more engineers by the year 2025 to support its increasing technical economy.

INSTITUTIONAL DEVELOPMENT

For the fourth consecutive year, the university achieved a record for contributions as \$16.5 million in gifts were received from an all-time record 11,600 donors. More than \$6.3 million of those funds were received through the Sam Houston University Foundation. The overall donor participation rate was nearly 11% and alumni undergraduate donor participation was almost 8.5%.

With the assistance of fund-raising counsel, Dini-Spheris, the “quiet phase” of the comprehensive gifts campaign continued through the summer and into the fall as visits were made with prospects capable of making seven figure and above contributions. These cultivation and solicitation calls have been with alumni, friends, corporations, and foundations. The results from these visits will be the significant factor in determining the comprehensive campaign goal, which is expected to be in the range of \$125-\$150 million.

The Alumni Association completed the fiscal year by surpassing the 12,000 member mark including 2,740 Life Members. More than 300 alumni meetings and events were held during 2014-15, with an attendance of 26,400. The association's membership participation rate was 12.27%.



SAM HOUSTON STATE UNIVERSITY

Marketing & Communication (MARCOM) provided award-winning support to University Advancement and the university with nearly 3,300 projects completed, including press releases, articles, publications, graphic design, videos, photography, and web-based projects. The university received nearly 21,000 media placements during the fiscal year. Social media activities continued to grow as monthly Facebook users increased to 105,000 and Facebook Likes climbed to more than 65,000. Twitter Followers now number almost 16,000.

The Sam Houston Memorial Museum had an outstanding year, and more than 46,000 people visited the museum and its grounds. The museum's Walker Education Center and its Gibbs Conference Hall hosted 344 events, with an attendance of over 16,000.

The Advancement Services department expanded its donor-prospect research capacity and employed the use of new software and equipment to streamline work and increase efficiencies. The alumni-development database now has more than 130,000 individuals with valid addresses and nearly 123,000 valid telephone numbers.

CAPITAL IMPROVEMENTS

The suspended sculpture, *Emerald Castle*, located in the William Powell Health and Counseling Center, was recently recognized as a "Top 100" artwork by CODAworx. The CODA awards recognize the best work demonstrating successful integration of commissioned art into interior, architectural and public spaces.

The Fred Pirkle Engineering Technology Center is approximately 20% complete. This 53,000 gross square foot facility provides an emphasis on specialized instructional capabilities for a mix of engineering technology labs and agricultural science instruction labs. Distributed gathering spaces with exhibits from the works of Fred Pirkle and a showcasing of the technologies being taught in the facility will be interwoven throughout the facility.

The South Residential Complex is approximately 12% complete. The project includes construction of a living and learning community for 700 bed residence halls of approximately 233,000 gross square feet each. Large open green space and pedestrian walkways will provide ample access in both directions.

The South Dining Hall construction is approximately 10% complete. The 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 will be moved from the Belvin basement to the new facility.

CAMPUS SPECIFIC ITEMS

Not only is Sam Houston State University a "great name in education," but also for the 6th consecutive year it has been named one of the best universities in the nation to work for, according to a new survey by *The Chronicle of Higher Education*. Only 86 of the



SAM HOUSTON STATE UNIVERSITY

281 institutions surveyed achieved “2015 Great College to Work For” recognition. Results are reported for small, medium and large institutions, with SHSU included among the large universities with 10,000 or more students. SHSU won honors in the categories of professional/career-development programs and work/life balance.

This year, one of SHSU’s divisions stood out in a national survey for its workplace diversity, equitable staffing practices and supportive work environment. The August 13th issue of *Diverse: Issues in Higher Education* magazine has listed the Student Services division as one of fourteen “2015 Promising Places to Work in Student Affairs at Research Institutions”. The web-based study, conducted by the Center for Higher Education Enterprise at The Ohio State University, explored such topics as family friendliness, salary and benefits, and professional development opportunities.

Carey Lohrenz visited Sam Houston State University on October 22nd as the featured guest for the President’s Speaker Series. As the first female F-14 Tomcat pilot, she was a pioneer in military aviation having flown missions worldwide. Lohrenz is the author of *Fearless Leadership: High-Performance Lessons from the Flight Deck*. She resides in Germantown, TN and is currently working on her MBA in strategic leadership.



SUL ROSS STATE UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™



President's Briefing for the Board of Regents
November 2015

Retention and Recruitment

Retention strategies, such as the implementation of mandatory advisement for all students and an intake/split academic advisement model resulted in a 60.7 % retention rate- a 9.2% increase from the previous year. The past two freshman cohorts have been stronger due to strategic targeting and we hope to continue that trend with the fall 2015 cohort by partnering with College Forward to provide a near peer mentor environment for our incoming freshmen class.

The efforts by the recruiting and admissions staff to convert applicants to admits resulted in a 6% increase in the fall 2015 freshmen class over the fall 2014 freshmen. Additionally, semester credit hours totaled 21,930, compared to 20,784 in 2014 . Most notably, combined enrollment for university reached over 2,000 students- the highest the highest in five years.

For the upcoming fall 2016 semester, the university will continue to focus efforts on converting applicants to admits and increasing enrollment yield rather than increase overall applicant pool as we have done the two previous fall semesters. We continue to build on our relationship with Midland College to increase transfer students through distance learning opportunities and have doubled our recruiting efforts at El Paso Community College with increased presence and a "recruit back " campaign targeting those applicants who decided to attend EPCC rather than Sul Ross first.

Later this month, Enrollment Management will host two campus events- Family Day and Sully Showcase (campus open house). Thus far, we have had positive feedback for both events with combined registration for both events totaling over 400 participants.

University Advancement

The University received gifts from individuals and foundations totaling \$334,447 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 Administrative Assistant/Database Manager for the office of External Affairs has been hired and is in the process of streamlining the donations process as well as updating and maintaining the Banner database of alumni, donors, and friends.

Rio Grande College

The Eagle Pass expansion project is expected to be completed by the contractor sometime in October and possession given to SWTJC and SR RGC as well. Following this transfer, RGC will install furnishings, electronics, and other needed equipment for utilization in the spring 2016 semester. These added facilities will provide expanded opportunities for Eagle Pass students. Additional teleconference classrooms are also to be equipped and ready for the spring semester to connect with the new classrooms in this expansion. An open house and dedication is tentatively planned for November. The previous search for a Dean for RGC was not successful as the lone candidate withdrew from consideration. The committee has been reconstituted and a new search implemented with a target of hiring a new dean by summer 2016. Paul Sorrels' position has been changed to Vice President and Dean of RGC with the dean title to be removed upon hiring of the new dean. Continued efforts to publicize the offerings at the new campus in Castroville continue with a variety of billboards, community efforts, and personal

visits and calls. Increased offerings are planned for the spring 2016 semester.

Capital Improvements

Master plan initiatives scheduled for 2015 have been identified and structured as the Campus Access Phase I project. Architectural firm ARTchitecture (Indefinite Delivery Indefinite Quantity architect), has completed the final Construction Documents. We are in the process of identifying a suitable contractor to begin the work. The campus Access I project will better join the east end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, vehicular traffic surfaces incorporating way *finding and student gathering sites*. Total Project is \$ 1.1M. The new NCAA soccer field adjacent to the Lady Lobo softball field is complete, in use, and well received. A number of in-house projects are underway including , additional Geology storage at the vineyard location, and the replacement of several fire alarm panels to be paid from the 20% unfunded TRB allocation. The contract for construction of the motion capture lab facility has been signed. Work continues at the President's residence with upgrades and maintenance projects as needed. Some initial insurance payments for damages related to the June 2014 hail storm have been received and the Partial Proof of Loss document has been signed which will result in the additional funding provided to the University so we may begin the remaining projects.. Four university greenhouses and all skylights damaged during the storm have been restored and are in use. Other deferred maintenance projects scheduled for design or consideration include Swimming Pool repairs, Road and parking lot crack repairs, and Kokernot Lodge Refurbishment. Planning is underway for the remaining TRB allocation projects.

Information Technology

OIT and the Advancement area continue to make progress in the management of data and processes that allows the Advancement area to better engage with alumni and donors. We successfully loaded/updated 22,803 undergraduate student records (11,869 added and 10,934 updated into Banner Advancement. In the month of September, 11,000 records from the Alumni portal, Symplicity, were tied to an associated record in Banner and updates applied to their contact information. Over the coming months, a two-way interface to keep the Banner and Symplicity in sync will be developed.

Office 365 from Microsoft has been implemented at Sul Ross. This not only allows our students, faculty and staff to take advantage of free access to Microsoft Office applications (Word, Excel, etc.), we are working with individuals and departments at Sul Ross to store their documents on the Microsoft cloud. Storing these files in the cloud allow access to them from any internet location and on a number of devices, including mobile devices. For example, we are working closely with our SACSCOC team as they begin using a Microsoft Office 365 Sharepoint site for their document repository.

Institutional Development

SRSU College Forward Partnership – Through a generous grant from the Greater Texas Foundation, Sul Ross State University (SRSU), in partnership with College Forward, will be offers an innovative intensive peer coaching program which started in Fall 2015. The peer coaches, who are AmeriCorps volunteers, provide incoming freshmen with role models for appropriate college behaviors. In addition, they will create a support structure to help the freshmen learn the soft skills of time management, persistence, and study habits. Total grant awarded from Greater Texas Foundation: \$294,810.

SRSU is continuing to participate in the **Joint Admission Medical Program (JAMP)**, with a budget of **\$12,160** for FY 2016.

The Center for Big Bend Studies continues to seek funding from a variety of sources for research and archaeological investigation of Late Paleoindian deposits at the Genevieve Lykes Duncan (GLD) site on the 02 Ranch, for development of a Rock Art Database for the region, and for the Trans-Pecos Archaeological Program (TAP) in general. The CBBS is continuing to wrap up a long-term archaeological survey project in Big Bend National Park. The massive report details intensive survey of over 60,000 acres and documentation of over 1,500 archaeological sites. The CBBS remains actively engaged in archaeological research on various private ranches, especially Pinto Canyon Ranch and the 02 Ranch. On Pinto Canyon Ranch excavations continue at a handful of sites (Gateway Terrace, Cerro Hueco, Anillo Plata, and the Sundown site), uncovering early occupations with intact buried features and structural remnants dating to ca. A.D. 500–1500. Expanded excavations will occur in the near future at these sites. On the 02 Ranch they continue with a block excavation at the 11,000-year-old GLD site. Their research continues to place the site among the first in North America in regard to several technologies—the use of rock as thermal heating elements and ground stone for grinding plant materials. A recent collaboration with a UT-Austin anthropology professor who does plant phytolith and starch grain analyses is shedding new light on what was being cooked in the thermal features at the site. Excavation will begin in the coming weeks on a mostly intact 10,600-year-old oven at the site. The CBBS continues down the path in construction of a searchable rock art database for the region, having made appreciable strides in recent years with this difficult and complex task. A final round of in-house editing is underway for the seventh publication in the TAP series, “Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times.” Also underway is the publication provisionally entitled “In the Rimrock’s Shadow: A History of Pinto Canyon and the Southern Sierra Viejas in the Big Bend of Texas.” CBBS staff is editing a manuscript on the Mexican Revolution, which is slated to be published later this year as part of our Occasional Papers series; it contains select articles from our past journals as well as three new articles, in addition to an Introduction and a Conclusion.

Recent CBBS grants and donations received:

\$8,069 received from individuals as donations

\$167,000 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 has also continued Ecohydrology studies in the Lower Canyons reach of the Rio Grande Wild and Scenic River. The National Park Service is providing funding for the project “Ecohydrology Studies Along the Big Bend Reach of the Rio Grande.” The World Wildlife Fund is providing funding for the project “Geomorphology along the Rio Grande in Boquillas Canyon with Big Bend National Park.”

RGRC is also initiating a sediment characterization study in the upper reaches of Terlingua creek with the help of funding for an undergraduate student through the McNair scholars program. A similar study, “Alamito Creek Assessment” is being funded by the Dixon Water Foundation.

The **Adelante Tejas project**, (DOE Award # P031C110039) sponsored the development and execution of a new Articulation Agreement between Sul Ross State University, Alpine and the Alamo Community College district Colleges to streamline the transfer process for students in Biology, Geology and Math disciplines. The agreement was signed 10/5/2015. The project has

completed upgrades to the Sul Ross State University's Warnock Science Building (WSB) Materials and Analysis Lab with the recent installation of an X-Ray Diffractometer. The Analytical Lab now offers a Scanning Electron Microscope, X-Ray Diffractometer and X-Ray Fluorescence instruments and sample preparation means to students and faculty for teaching, learning and research. The project also recently installed 16 new computers in the WSB Geographic Information Systems (GIS) lab, and acquired a "quadcopter" (Unmanned Aerial Vehicle) for integrating aerial assessment into new GIS courses and research and education initiatives using remote sensing. This past summer the project sponsored the development and re-submission of an NSF Research Experiences for Undergraduates proposal to the National Science Foundation which proposes to directly involve undergraduate students in Ecohydrology studies in the Lower Canyons reach of the Rio Grande Wild and Scenic River led by Dr. Kevin Urbanczyk. The project also piloted a small-cohort undergraduate research program for independent undergraduate research. Now in its fifth and final year, the project hopes to expand geology research storage facilities to accommodate the inventory of new and existing field science equipment used for hydrology, geology, biology and other field-intensive studies. Alongside these accomplishments the Adelante Tejas project is conducting evaluation activities to assess the utilization and impact of project resources on the undergraduate experience as part of the ongoing effort to contribute to the strengthening of instructional and research settings encountered at Sul Ross.

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 July-September 2015:

Grants/Gifts:

- Since the first of the year, the BRI has received \$635K in donations and grants (including \$156K for endowments; gifts of \$388K for research projects; and the remainder of gifts are toward general operating).
- BRI was awarded \$19,170 grant from various chapter of Safari Club across Texas for "Resource partitioning between bighorn and aoudad sheep"
- BRI was awarded \$50,000 grant from Houston Livestock Show and Rodeo for "Enhancing undergraduate education: BRI Mentorship Program".
- BRI was awarded \$25,000 grant from US. Fish and Wildlife Service for "Using Quail as Indicators of Chihuahuan Desert Grassland Ecosystem Health".
- BRI was awarded \$50,000 grant from the Bureau of Land Management for "The effects of thinning projects and prescribed fire on Montezuma quail habitat use in the Capitan Mountains of New Mexico".
- NRM was awarded \$315,533 grant from New Mexico State University for a USDA-NIFA Hispanic-Serving Institutions (HSI) Education Grants Program: Southwest Natural Resource Career Track Program—Preparing Students for Success in Natural Resource Fields (SRSU sub-award)
- BRI was awarded \$12,000 grant from Bureau of Land Management – "Forest Thinning and Montezuma Quail Habitat Use"
- BRI was awarded \$13,500 grant from Texas AgriLife Extension Service—"Habitat Use and movements by desert quail"
- A subaward agreement has been finalized with the Cesar Kleberg Wildlife Research Institute (CKWRI) at Texas A&M University – Kingsville for \$63,124 to continue support

for the Texas Native Seeds Project, part of the TxDOT Native Plant Integration Program for South, Central and West Texas.

Events/Activities:

- BRI hosted their first annual Undergraduate Research Symposium on August 14th, 2015. The BRI Undergraduate Research Program is sponsored by a grant from the Houston Livestock Show and Rodeo. The focus of the program is to advance the professional development of undergraduate students through experiential learning. In its first year, the Undergraduate Research Program supported 8 students, 7 of which gave oral presentations and displayed posters at the symposium. Two of the undergraduate researchers were from other schools (Texas A&M – Commerce, and University of Arizona) and look forward to working more with BRI/SRSU in the future. The program is currently accepting new applicants for the upcoming semesters.

Presented at the Conference for Americas Grasslands in Fort Collins, Colorado, on the success of securing \$2,000,000 for local landowners for habitat restoration as part of the USDA Farm Bill. Funding for the Pronghorn State Resource Concern does not come to SRSU (grant will be administered by NRCS), however it is available to our landowner constituents as part of our efforts to restore pronghorn to their former habitats in west Texas.

Campus Specific Items

April Aultman Becker began her appointment as Dean of the Library and Research Technologies on September 8. Becker previously served as senior librarian and coordinator of Education Programs, then manager of Education, Reference and Outreach at MD Anderson Cancer Center, Houston. Earlier, she worked as reference librarian and embedded librarian and distance learning coordinator at San Jacinto College.

On October 13, Dr. Pam Marret, Professor of Business Administration, and Ms. Patricia Long, Director of the Big Bend Regional Minority and Small Business Development Centre, hosted a roundtable discussion open to the community and Sul Ross which had as the topic – “Regulation of Business in Alpine, Texas.”

On October 21, Greg Henington, the President of Far Flung Outdoor Center in Terlingua, presented the Poindexter Lecture. The lecture is an annual presentation of the Department of Business Administration.

The College of Agriculture hosted the LobOlympics for the freshman class during orientation. Approximately 300 students competed in different events for the Spirit Stick, which is awarded each year at the Freshman Convocation. The event is held in the SALE arena.

The faculty of Natural Resource Sciences began instruction in the new Sustainable Ranch Management program this Fall with five majors. The program director is Dr. Bonnie Warnock.

Fourteen Sul Ross State University students have received IME Becas (Instituto de los Mexicanos en el Exterior/Institute for Mexicans Abroad) for the current academic year. This past February, Sergio F. Salinas Meza, Consul Titular, representing the Consulado de Mexico (Consulate of Mexico), Presidio, and Sul Ross State University President Dr. Bill Kibler signed copies of the IME-Becas grant award documents. The agreement allocates funds to qualified Mexican nationals or descendants of Mexican immigrants for in-state tuition for coming semesters at Sul Ross. Meza returned to Sul Ross in September and met with student recipients and administrators during a reception.

Zhenmei Hou, representing Talent International College, Guangxi, China, and Sul Ross State University President Dr. Bill Kibler signed a memorandum of understanding August 10 to facilitate a cultural and academic exchange program. Talent International College, enrolling about 6,200 students, presently has a three-year academic format (two years classroom, one year internships) offering art, international business, hotel management and golf course management. The institution plans to add bachelor's degree programs and later expand to graduate degrees. Dr. Esther Rumsey, professor of Communication and chair of the Sul Ross Fine Arts and Communication Department, spent several weeks teaching English at Talent International this summer. Guangxi is located in south central China, bordering Vietnam. Hou presents Kibler with a gift made by Talent International students.

Collegiate rodeo returned to its birthplace as Sul Ross State University hosted the 70th Annual National Intercollegiate Rodeo Association event Thursday-Saturday, September 24-26.

Austin resident Carson Kreitzer's "The Love Song of J. Robert Oppenheimer," winner of the Rosenthal New Play Prize, the American Theatre Critics' Steinberg Citation, and the Stavis Award, was produced by the Sul Ross Theatre program under the direction of graduate student Ashley Jane Page. Performances were held Marshall Auditorium Oct. 3-11.

The Bryan Wildenthal Memorial Library hosted ComicCon, a celebration and recognition of comic books. Approximately 400 persons attended the event. There were comic artists from Alpine, Midland, and El Paso at the gathering, as well as a special exhibit of art from Presidio High School students who displayed art inspired by popular culture and comics.



TEXAS STATE UNIVERSITY
President's Briefing
for the Board of Regents
November 12-13, 2015

PLANNING

Texas State University continues preparation of the Southern Association of Colleges and Schools Commission on Colleges Fifth-Year Interim Report which is due in March 2016. Narratives addressing standards in the Interim Report as well as the Quality Enhancement Plan Impact Report (Personalized Academic and Career Exploration) have been drafted. Currently, documentation is being gathered to substantiate claims made in the narratives. Policy and procedures statements, information published on websites, and other documentation supporting the narratives continue to be examined and updated as necessary. Narratives will undergo a thorough review. The President's Cabinet and the Council of Academic Deans are being updated periodically on the progress.

The mid-cycle review of the University Plan is complete and final versions of the divisional priorities have been posted on the University Planning website.

RETENTION AND RECRUITMENT

For the 18th consecutive year, Texas State University has recorded a record enrollment. Our fall 2015 preliminary headcount totaled 38,006 -- a 3.4 percent increase (+1,267 students) over last fall.

Undergraduate enrollment increased 4.1 percent (+1,327 students). Doctoral enrollment rose 1.3 percent (+6 students). Master's student enrollment decreased 1.1 percent (- 40 students). Post baccalaureate enrollment decreased 4.3 percent (- 26 students).

Underrepresented students comprised 48 percent of our total enrollment. Total Hispanic enrollment increased 8.8 percent (+1,023 students). Total African American enrollment increased 13.2 percent (+444 students).

Underrepresented students made up 50 percent of all undergraduates. Total undergraduate Hispanic enrollment increased 8.9 percent (+944 students). Total undergraduate African American enrollment grew 14 percent (+432 students).

Underrepresented graduate students comprised 34 percent of all graduate students. Hispanic graduate student enrollment increased 6.3 percent (+52 students). African American graduate enrollment increased by 7.5 percent (+19 students).

I am pleased to report that we enrolled 5,727 freshmen, which represented a 6.9 percent increase (+370 students) over last fall's class and was an institutional record. This figure includes 152 Pathway Program students, who are co-enrolled at Austin Community College-Hays. Thirty-eight percent of this fall's freshmen were Hispanic and 12 percent were African American. Our transfer class totaled 3,833, which was .2 percent (- 9 students) less than last fall. Thirty-five percent of transfers were Hispanic and 10 percent were African American.

Finally, the retention rate of new freshmen that enrolled in fall 2014 was 78.2 percent, and the six-year graduation rate for freshmen entering in 2009 was 53 percent.

CAPITAL IMPROVEMENTS

Projects in the Planning and Programming Phase:

The Albert B. Alkek Library Learning Commons Feasibility Study was completed in May 2012. The total project cost of approximately \$10.9 million for Phase 1 of the project is on the CIP and covers the re-purposing of space for creation of a Learning Commons on the second floor and portions of the third and fourth floors of the Library. The program creation process for this project is currently scheduled to commence in January 2016.

The program for the estimated \$28 million Blanco Residence Hall Renovations is being prepared by Facility Programming & Consulting and will be completed by the end of October 2015. The scope of renovations and improvements includes: upgrades of the building utilities infrastructure as well as upgrading the fire protection systems; updating the restrooms; minor modifications to the bedrooms; upgrading the community living rooms; repairing/enhancing the exterior; and improving the main entry area.

The Hilltop Residence Hall Complex project includes the demolition of the existing residence halls (Arnold, Burluson, Hornsby, and Smith) and construction of a new complex with a total of 1,200 beds. The 50 percent program, prepared by Facility Programming & Consulting, was delivered in September 2015 and the final program document should be ready by November 2015. The project is on the CIP at a total project cost of approximately \$132 million. The programmers are developing options that will result in lower total project costs. Discussions are underway about the possibility of adding multipurpose classrooms and auxiliary space to the site due to the high desirability of the location.

The LBJ Student Center Expansion program is being prepared by Facility Programming & Consulting and will be completed by the end of October 2015. The current program estimate is \$51.5 million and includes the construction of an approximate 60,000 gross square foot addition that will enlarge the Student Center footprint into the existing amphitheater area. The program also identifies renovations and upgrades of the mechanical, electrical, fire protection systems, and other infrastructure components.

The next step in the LBJ Student Center Renovation project calls for Requests for Qualifications (RFQ) for the Architect Engineer (AE) and the Construction Manager at Risk (CMR). RFQs are targeted for release in October 2015. Design should get underway by December 2015 and the Design Development (DD) package is scheduled to be presented to the Board of Regents in August 2016. The facility condition assessment prepared in conjunction with the LBJ Student Center Expansion program identifies repairs and upgrades of the mechanical, electrical, fire protection systems, and other infrastructure components and incidental interior/exterior renovations and repairs. This project is estimated to cost \$20 million.

The University Event Center (UEC) Expansion project at Strahan Coliseum RFQs for the AE and CMR were received in September 2015 and are under review. The program, estimated at \$54.1 million, was prepared by Facility Programming & Consulting and is scheduled to be submitted to the System by mid-October 2015. Design should get underway by November 2015 and the DD package is scheduled to be presented to the Board of Regents in August 2016. The 81,282 gross square feet (GSF) expansion includes space for Athletic programs being relocated from Jowers Center as well as support space for Commencement. An additional 2,500 fixed seats and 288 chairs will be added to the arena seating capacity. The project also includes a new loading dock/access to the lower court level, relocation of the existing practice field and demolition of the Riverside Apartments. This project will allow Jowers Center to be turned over for 100 percent academic use as all the current Department of Athletics offices and labs will move into the UEC.

Projects in the Design Phase:

Seven firms responded to the RFQ for the Cogeneration Gas Plant Turbines/Combined Heat & Power Plant private-public partnership (P3). The evaluation committee selected four firms to provide additional information and to meet with the committee during a series of interviews scheduled to be held on October 22, 2015. It is anticipated that two firms will then be selected to receive the RFQ. Each firm will be invited to meet with the System staff as well as Texas State and the City of San Marcos Electric Utility staff to develop a fee structure and negotiate the terms and conditions of a comprehensive P3 Energy Support Agreement for the design, construction, operations and maintenance, and financing of the Eight Mega-Watt plant. The agreement is scheduled to be presented to the Board of Regents in May 2016.

The budget for the Engineering and Science Building is between \$107 and \$120 million and will be funded through a combination of sources including gifts, matching funds, and bond debt. The project now includes a full finish-out of the original program amount of 122,665 GSF. Treanor Architects with Alamo Architects were selected as the AE and SpawGlass was selected as the CMR. Program validation will be completed in October 2015 and will include assessment of a potential 25,000 GSF addition to the programmed amount due to the tremendous growth and success of the Engineering program. The DD package is scheduled for presentation to the Board of Regents during the May 2016 meeting. Completion and occupancy is targeted for July 2018 to accommodate the first cohort of students by August 2018.

The budget for the Health Professions Building #1 on the Round Rock Campus is funded at a total project cost of \$67.5 million including the finish-out of 5,000 GSF that was originally going to be shelled space. BGK Architects was selected as the AE and Beck Group Construction was selected as the CMR. The DD package is scheduled for presentation to the Board of Regents during the May 2016 meeting. Completion and occupancy is targeted for May 2018 to accommodate use by the first cohort of students by June 1, 2018.

The Library Repository Architectural Space Program was completed by Harrison-Kornberg Architects in June 2015. The current estimated total project cost is \$15.4 million and includes \$14.7 million for the construction of the building and approximately \$700,000 for necessary STAR Park site development and utilities infrastructure improvements. Harrison-Kornberg was selected as the AE and DPR Construction was selected as the CMR. The DD package is scheduled for presentation to the Board of Regents during the November 2015 meeting. Completion and occupancy is targeted for summer 2017.

The Retama Hall Renovations program, estimated at \$9 million, was completed by Facility Programming & Consulting in April 2015. KSQ Architects was selected as the AE and Flynn Construction was selected as the CMR. The DD package is scheduled for presentation to the Board of Regents during the February 2016 meeting. Construction will commence in June 2016 when the hall is empty and substantial completion is anticipated by summer 2017. The building will be gutted leaving in place the structural framing and the exterior skin. The renovations include: installation of new windows, new mechanical, electrical, and plumbing systems (MEP), and new data lines and security and fire protection systems. Additional areas to be improved include: a two bedroom staff apartment, staff office, front desk and mail room area, two study rooms, one kitchen, two laundry rooms, public restrooms, and a lobby/lounge space. A new elevator will also be installed.

Projects in the Construction Phase:

The Albert B. Alkek Library Renovations project includes the phased repairs and upgrades of mechanical, electrical, and information technology systems, and other infrastructure components. PBK Architects was selected as the AE and Vaughn Construction was selected as the CMR. The DD documents were approved by the Board in May 2015. The Guaranteed Maximum Price (GMP) of \$8.5 million was approved in August 2015. A Notice to Proceed has been issued and construction is underway. Work activities scheduled over the next three months include: interior selective demolition, electrical rough-in, and long lead mechanical equipment purchasing.

Construction of the Bobcat Trail Mall Redevelopment/Enhancement project by Flynn Construction as designed by TBG Partners is anticipated to be complete by December 2015. Construction is about 50 percent complete and work activities in the next three months include: completion of the North LBJ Street corridor by October 20; concrete placement and installation of pavers on Edward Gary and Bobcat Trail streets; and landscaping. This project has a GMP of \$3.9 million.

Phase Two of the Electrical Infrastructure Upgrades work, with a Total Project Cost of \$11.8 million continues and includes the multi-year phased replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. The overall project completion date is anticipated to be May 2016.

The Moore Street Housing project is a 598-bed facility, consisting of two residence halls and a connecting community building. The project is anticipated to be completed by June 2016. Construction is about 67 percent complete and work activities in the next three months include: exterior façade materials, roofing, interior MEP, and interior framing and sheetrock installation. The project is ahead of schedule and is within the CMR's GMP of \$45.8 million.

Construction of the \$12.3 million GMP Jones Dining Hall Renovation project by Vaughn Construction is on schedule to reach substantial completion by June 2016. Construction is about 50 percent complete and work activities in the next three months include: construction of east terrace, interior build-out, installation and connections for kitchen equipment, food service area build-out, mechanical equipment connections, and installation of exterior glass.

The \$6.9 million GMP Joann Cole Mitte and Sabinal Renovations project includes the phased repairs, upgrades, and renovations of spaces at Joann Cole Mitte and complete renovation of Sabinal. LYM Architects was selected as the AE and Vaughn Construction was selected as the CMR. The DD documents were approved by the Board of Regents in May 2015. The Phase 1 renovations of Joann Cole Mitte are complete. The renovations of Sabinal are about 10 percent complete and work activities in the next three months

include: complete interior and partial exterior demolition, minor structural work, electrical and plumbing upgrades, mechanical rough-ins, wall framing, and new storefront window preparations. The Sabinal renovations are scheduled to be completed in May 2016. Phase 2 of the Joann Cole Mitte renovations are scheduled to commence in June 2016 and be completed by August 2016.

The Roy F. Mitte Renovations project, which originally included 18 phases and was estimated to cost \$2.75 million for the reconfiguration and renovations of several classrooms, offices, and other spaces, is about 90 percent complete. Additional space renovations have been approved by the Provost and will be accomplished utilizing project savings.

The \$5.7 million GMP STAR One Expansion project was designed by Philo Wilke of Houston and the CMR is Hill & Wilkinson of Dallas. The GMP was approved by the System office and construction activities started in June 2015. Substantial completion is anticipated to be in summer 2016. Construction is about 10 percent complete and work activities in the next three months include: concrete slab placement; exterior insulation; construction and erection of structural wall panels; and placement of structural roof framing.

Projects Completed:

Construction of the Bobcat Trail Utilities Upgrade project by Flynn Construction is complete as of June 2015. The project close-out documents have been submitted to the System Office for final review. This project started in June 2014 and was completed on time and under the budget of \$6.3 million.

The STAR One Laboratory finish-out of the remaining 6,700 GSF of shell space is complete as of April 2015. The final close out letter was submitted to the System Office. This project started in August 2014 and was completed on time and under the budget of \$2.1 million.

Campus Master Plan

In July 2015, Texas State University began the process of selecting a facilities planning firm to develop a new 10-year Campus Master Plan. The current plan covers the period 2012-2017 and was a five-year update to the plan approved by the Board of Regents in 2005. A RFQ was posted by the Vice Chancellor for Contract Administration. RFQs were received from six firms and were evaluated by a committee appointed by the President. The Vice Chancellor for Contract Administration, Mr. Peter Graves, also reviewed the RFQs. Three firms were selected to visit Texas State for interviews and presentations. The selection committee (including Mr. Graves), President's Cabinet and members of the Campus Facilities Planning Committee had the opportunity to listen to each of the presentations and provide feedback regarding the selection of a firm. SmithGroupJJR and their team of sub-consultants was selected.

SmithGroupJJR is a full service, multi-disciplined planning and design firm. They are a recognized leading campus planning/design firm in the United States and have planned more than 300 campuses. Sub-consultants represent academic space needs planning, auxiliary space planning, transportation and traffic planning, research planning, local community planning, civil engineering, utilities engineering, information technology, and cost estimation. A finalized scope of work and contract fee are currently being negotiated. We plan to launch the process with the campus community in late October 2015.

Whereas the 2012 update to the master plan covered a limited scope, this will be a full examination of the university from the ground up. Specific areas of interest as we begin this process include: evaluating the adequacy of existing academic, athletic, recreational, student health, and student residence facilities and the impact of future programs in their related strategic plans. STAR Park and the Spring Lake area will be considered. Existing parking will be assessed. A review of the Round Rock Campus to determine what facilities are needed to address delivery of services will be included. The process will result in an implementation plan that will identify potential new or renovated capital projects, recommended size, location, cost, and possible funding source. Deferred maintenance projects for specific facilities will be included in the implementation plan when the cost estimate exceeds \$1,000,000.

Presentation of the new Campus Master Plan to the Board of Regents is currently planned for May 2017.

INSTITUTIONAL DEVELOPMENT

I am pleased to share that the university just completed our best fundraising year ever, raising over \$24.4 million in fiscal year 2015. During the past quarter, we added 10 new Pillar Society members (donors who have given \$100,000 up to \$999,999). We also received notice that an alumni couple have established a planned gift valued at \$2.45 million. The gift is designated for undergraduate and graduate scholarships and for their generous support, this couple will be named Texas State Heroes. In recognition of the more than \$5.3 million in generous support received from Freescale Semiconductor, which has been a Texas State Heroes since 2011, we recently named one of our engineering labs the Freescale Embedded Solutions Lab. We have also received three gifts, totaling almost \$1.1 million, which have been submitted to the The Texas Higher Education Coordinating Board for possible matching grants under the Texas Research Incentive Program. Two of these gifts will provide significant funding to the Department of Anthropology. The Shumla Archaeological Research & Education Center gave \$600,000 to establish the Shumla Research Endowed Professorship and The Gault School of Archaeological Research contributed \$380,000 to the Prehistory Research Project.

The Wittliff Collections at Texas State University has acquired the literary archives of internationally acclaimed author Sandra Cisneros. As one of America's leading writers, Cisneros helped launch the Latino literary boom and is the recipient of a MacArthur "Genius" Grant. She is the author of poetry, a memoir, essays, children's books and fiction, including *The House on Mango Street*, which has sold more than 6 million copies and inspired generations of readers worldwide.

The Wittliff Collections announced a reunion of the biggest stars of the *Lonesome Dove* miniseries -- including Robert Duvall, Tommy Lee Jones, Diane Lane, Anjelica Huston, Ricky Schroder and Glenna Headly -- to be held on March 31, 2016, at River Ranch in the Historic Fort Worth Stockyards. The star-studded gala is the centerpiece of a months-long celebration called the *Lonesome Dove Trail*, which will feature a wide-ranging series of events celebrating the beloved miniseries and the Pulitzer Prize-winning book by Larry McMurtry. This once-in-a-lifetime experience will introduce a new generation to the legendary *Lonesome Dove* story and bring the production to life for die-hard fans.

A+ Federal Credit Union (A+FCU) has established a \$100,000 endowment at Texas State to award scholarships to graduate College of Education students to help them earn their advanced degrees. The gift to Texas State's College of Education is eligible for a 50 percent match through the Texas Research Incentive Program, or TRIP. If approved for the TRIP match by the Texas Higher Education Coordinating Board, \$45,000 of the match would be used to support teacher education programs and \$5,000 would support faculty research. A+FCU also added to their previously established undergraduate scholarship endowment in the College of Education, bringing it to \$75,000.

Research and instructional grants over \$100,000 received since the last report were awards to the following principal investigators:

Recipient/Unit	Funding Source	Project Title	Purpose	Amount
Dr. John P. Blair, School of Criminal Justice	Office of the Governor Financial Services Division	ALERRT FY16 FY17	The grant provides funding relating to tactics taught by ALERRT which involve the quick, decisive and aggressive deployment of the first responding law enforcement officer. The mission of these officers is to quickly and safely locate and stop the ongoing threat before additional innocent lives are lost.	\$ 3,000,000.00
Mrs. Kathy Erin Martinez-Prather, Texas School Safety Center	Texas Department of Health and Human Services	Tobacco Enforcement Program FY16	The grant provides funding to develop a framework for and coordination of statewide efforts to enforce Texas laws regarding youth access to cigarettes or tobacco products. Texas State shall subcontract with local law enforcement agencies in Tobacco Prevention and Control Coalition target communities and/or additional high risk target communities to conduct unannounced inspections using minor decoys.	\$ 2,000,000.00
Mr. Roger R. Rountree, Texas Justice Court Training Center	Justices of the Peace and Constables Association of Texas, Inc.	Justice Court In-Service Training Program 2016	The grant provides funding in-service training and technical assistance to Justices of the Peace, Court Personnel and Constables by sponsoring statewide education programs.	\$ 1,871,619.00
Mrs. Kathy Erin Martinez-Prather, Texas School Safety Center	Texas Department of Health and Human Services	Tobacco Youth Prevention FY16	The grant provides funding for research concerning the development and enhancement of youth knowledge and skills that are instrumental in reducing youth tobacco use, including interventions specifically aimed at influencing youth by providing tobacco prevention and control knowledge, strategy skills and teen leadership activities. This shall result in providing skills, resources, and information needed for implementation of local youth activities.	\$ 1,776,630.00

Mrs. Kathy Erin Martinez-Prather, Texas School Safety Center	Texas Department of State Health Services	TPCP-FDA-Tobacco Prevention and Control Program FY16	The grant provides funding for a Research Training Program to develop a model to improve FDA Tobacco Prevention and Control process and procedures. Responsible for oversight of the FDA Compliance Check Inspection Contract to ensure financial and program compliance with all federal rules and regulations.	\$ 1,373,526.00
Mr. Paul Joseph Harper, McCoy College of Business Administration	Small Business Development Center at UTSA	Southwest Texas Border Small Business Development Center FY16	The grant provides funding for research concerning regional economic development. During the 2015-2016 fiscal year, the TX State Small Business Development Center (SBDC) will complete its transition to the next generation SBDC, formulating and implementing strategies, activities and accountability that transformed the SBDC vision direction and focus into a regional economic development force creating, supporting, capturing, and improving sustainable economic impact.	\$ 1,367,622.00
Dr. Leslie L. Huling, LBJ Institute for STEM Education	National Aeronautics and Space Administration	The STEM Teacher Excellence Project (STEP)	The grant provides funding for the STEM Teacher Excellence Project (STEP) which will offer one-week Institutes to pre-service and alternate route STEM teachers.	\$ 999,996.00
Dr. Norma Judith Perez-Brena, School of Family and Consumer Sciences	United States Department of Health and Human Services	Strengthening Relationships and Strengthening Families	The grant provides funding for an extension of a previous program that will provide pregnant and parenting adolescents with healthy relationship and co-parenting skills in order to improve their well-being and family functioning.	\$ 988,191.00

Dr. Daniel A. Brown, University College	United States Department of Education	CAFÉ: A Graduation Success and Career Readiness Initiative at Texas State and Del Mar	The grant provides funding to study and address the discrepancies between the "soft skill" competencies of students relative to those expected by employers. Doing so will enhance the future employability and career success of Hispanic and low-income students at Texas State and Del Mar College.	\$ 647,815.00
Dr. Thomas H. Myers, II, Department of Physics	United States Army Research Office	The Basic Science Underlying CdMgTe Passivation of SWIR HgCdTe	The grant provides funding to investigate an approach for reducing interface-related recombination and noise generation centers relative to SWIR MCT, achieving long minority carrier lifetimes, and extending the viability of this material for mission-critical SWIR detectors. The outcome will be fundamental understanding of the impact passivation has on interface-related properties. Specific technical tasks are: 1. Molecular Beam Epitaxy Growth and Passivation Studies of SWIR MCT: Specific technical tasks are described leveraging our previous work. MCT starting material will be obtained by collaboration with Army Research Laboratory via student exchange under the new Open Campus initiative. Materials will be transferred to Texas State University for MBE growth of the passivation layers. 2. Optical Characterization: Extensive optical measurements will be used for understanding the effect of passivation on carrier dynamics.	\$ 594,000.00

Dr. Edwin L. Piner, Department of Physics	United States Army Research Office	Integrated GaN HEMT On Diamond: Heterointerface and Thermal Transport Fundamentals	The grant provides funding to do innovative diamond-on-GaN research for spreader implementation in gallium-nitride semiconductor transistor structures. Studies will involve material growth, characterization, design and measurement of electrothermal test structures, and simulations. This project will produce new understandings of the effects of materials and interfaces on thermal management related to power transistors and the integration of diamond with GaN.	\$ 594,000.00
Ms. Cheryl A. McWilliams, Office of Student Diversity and Inclusion	United States Department of Education	Student Support Services	The grant provides funding for services through the Student Support Services program in order to increase the number of low-income students, first generation college students, and college students with disabilities at Texas State who successfully complete a postsecondary degree.	\$ 504,754.00
Dr. Daniel A. Brown, University College	College Advising Corps	Advising Texas	The grant provides funding for a partnership between Advising Corps and Texas State University to increase the number of low-income, first-generation, and underrepresented students entering and completing higher education. By placing recent college graduates in underserved high schools as college advisers, the Advising Corps works to provide guidance and encouragement students need to navigate college admissions. Advisers work full-time to help students plan their college searches, complete admissions and financial aid applications, and enroll at schools that will serve them well.	\$ 456,274.00

Dr. Judith B Oskam, School of Journalism & Mass Communication	Department of Aging and Disability Services	Medicare Improvements for Patients and Providers Act (MIPPA)	The objectives of this research are to: 1. Identify clusters of rural and low income people by zip code and county who may be considered difficult to reach and who may qualify as or be Texas Medicare beneficiaries; 2. Identify demographic clustering of pre-Medicare beneficiaries (59-64 years old) that will come of Medicare age within the next five years; 3. Determine effective outreach strategies to best reach people who may be eligible for Medicare or people who are Medicare beneficiaries across the state of Texas; and 4. Identify media trends and outreach strategies for Texans who will be future Medicare beneficiaries within the next five years.	\$ 448,818.00
Dr. Amy C. Russell, Center for Children and Families	United States Department of Health and Human Services	Behavioral Health Workforce Education and Training for Professionals and Paraprofessionals	The grant provides funding to recruit, educate, and train (using an informed evidence-based curriculum) graduate-level social work students committed to working with at-risk children, adolescents, and transitional-age youth in integrated primary care and community settings, including interdisciplinary professional, paraprofessional and peer support workers within the Medically Underserved Communities of Texas and especially the Central Texas region.	\$ 421,855.00

Dr. Wilhelmus J. Geerts, Department of Physics	United States Army Research Office	Electrical and Optical Properties of Iron Doped NiO Thin Films	The grant provides funding to combine the expertise of an experimentalist and theoretician to get a better understanding of the optical and electrical transport properties of permalloy oxide thin films and their applicability to ReRAM devices. The work builds upon preliminary results we recently obtained on dual ion beam sputtering thin PyO films. Specific technical tasks are: A. Deposition and characterization of RF sputtered PyO thin films: Characterization will focus in three different areas: 1) structural and chemical characterization using EDX XPS and XRD; 2) Optical characterization using FTIR and ellipsometry; 3) Electrical characterization using four and two point probe measurement techniques on thin films and on metal-semiconductor-metal stacks; B. Theoretical Analysis: DFT calculations will be performed on oxygen rich and iron doped NiO to study the effect of metal vacancies and iron dopants on the optical and electrical properties.	\$ 387,690.00
Dr. Araceli Martinez Ortiz, Department of Curriculum and Instruction	National Science Foundation	The Engineering Education Maker Identity Project	The grant provides funding to study issues relating to the effects of novel learning environments on engineering learning and how these spaces may best leverage the real world experiences of students, such as prior work on the ranch, farm, construction, home or military as pathways to engineering.	\$ 299,778.00
Dr. Kenneth D. Mix, Department of Agriculture	United States Department of Agriculture	Boots to Roots: Preparing Female Veterans and Hispanic Veterans in the Agricultural	The grant provides funding to create a program that will recruit 15 undergraduate female veteran and Hispanic veteran students into agriculture and STEM degree programs.	\$ 274,882.00

		and STEM Degree Programs		
Dr. Yihong Chen, Ingram School of Engineering	Omega Optics, Inc.	Fully Printed Flexible 4-Bit 2D 16-Element Graphene-Based Phased Array Antenna	The grant provides funding for developing an innovative fully printable monolithic graphene-based digital beam forming phased array antenna. The superior electronic characteristics offered by graphene, the ease of printing, high transparency, and its superior mechanical strength compared to CNT, is expected to significantly enhance the system features over our prior state-of-the-art.	\$ 224,998.00
Dr. James P. Van Overschelde, Office of Educator Preparation	University of Houston	Research and Evaluation of Teacher Preparation in Texas	The grant provides funding for research and evaluation of questions related to teacher preparation, teacher professional development and teaching effectiveness. Specific research questions that will be answered, once data are cleaned/organized, include the following: moderating/mediating influence of employment context on teacher value.	\$ 150,000.00
Mr. Roger R. Rountree, Texas Justice Court Training Center	Texas Department of Transportation Research and Technology	Texas Justice Court Traffic Safety Initiative FY16	The grant provides funding to support the Texas Justice Court Traffic Safety Initiative's goal to reduce DWI by providing judicial education and support in the following areas: bond conditions, blood search warrants, occupational licenses, inquests, and alcohol involving minors.	\$ 139,078.31

Dr. Paula S. Williamson, Department of Biology	Texas Parks and Wildlife Department	Black Lace Cactus Demographics, Genetics and Landowner Conservation Outreach Project	The grant provides funding to study black lace cactus and characterize habitat of known populations, monitor demography to assess population structure and trends, provide conservational outreach to landowners, and clarify the phylogeny of the species complex.	\$ 124,974.00
Dr. Timothy H. Bonner, Department of Biology	Texas Comptroller of Public Accounts	RFT No. 212f for Endangered Species Research Projects for the Prairie Chub	The grant provides funding to do an integrated ecological and genetic assessment of extant Prairie Chub populations in the upper Red River mainstream (Oklahoma) and Texas tributaries.	\$ 120,000.00
Dr. Lori Czop Assaf, Department of Curriculum and Instruction	University of Texas at Austin	CTWP Write for Texas 2015	The grant provides funding to provide writing instruction professional development through classroom coaching to Write for Texas schools. Attend Write for Texas meetings with the Texas Education Agency, Institute for Public School Initiatives, and the Vaughn Gross Center for Reading and Language Arts. Participate in bi-weekly webinars with Write for Texas staff. Maintain records of site visits and complete weekly logs. Review and promote the Write for Texas online materials.	\$ 100,000.00
Mr. Ruben S. Medel, Center for P-16 Initiatives	Texas Department of Family and Protective Services (DFPS)	Community Youth Development Summit	The grant provides funding for administrative and fiscal oversight, planning and preparation, implementation, evaluation, and close out of the DFPS Community Youth Development Teen Summit.	\$ 100,000.00

INFORMATION TECHNOLOGY

This year marks the 25th anniversary of the Albert B. Alkek Library, with its doors opening on June 4, 1990. On September 23, 2015, we held the first celebration of the anniversary, reenacting the original move which took place on May 1, 1990, with a human chain of students, faculty, staff, and community members who passed four books, from one person to the next, symbolizing the move from the old library at the J. C. Kellam building to the newly constructed library. Participation was overwhelming, as we had a line consisting of potentially 2,000 faculty, staff, and students form between the Old Main building (the original library) and the Albert B. Alkek Library for the book passing. During this anniversary year we are recognizing the on-going value and importance of the library as an essential component of the university's mission and as the intellectual center of the Texas State community.

In addition to the 25th anniversary events, the Alkek Library is also undergoing a significant infrastructure renovation to upgrade the building's mechanical, electrical, information technology, and supporting infrastructure (for renovation details see Projects in the Construction Phase section in this briefing.) Upon completion of this project, a new Learning Commons will be constructed in the library incorporating workstations supporting a variety of uses, flexible workspaces for individuals and groups, comfortable and configurable furniture, and staff to support activities related to information access and use of technology.

In regards to Information Technology, we are at the start of planning and piloting some key infrastructure changes that will more seamlessly integrate all of the TSUS institutions, and lay the foundation for future shared service opportunities for TSUS. One of the implementations will be to "federate" the identity management infrastructures of each TSUS institution to allow access to applications and services at one institution using login credentials from an individual's home institution. Using this infrastructure, our first goal will be to configure wireless access at each campus to allow for authenticated access by any faculty, staff, or student at any TSUS institution using their home institution's credentials, negating the need for guest accounts or using more restrictive public access. We will be identifying other opportunities to take advantage of this infrastructure (ex: electronic signatures, Tableau, Skype for Business) for improved collaboration within TSUS.

CAMPUS SPECIFIC ITEMS

Duncan Tonatiuh and Isabel Quintero have been named recipients of the 2015 Tomás Rivera Mexican American Children's Book Award. The awards will be presented during a conference, titled "Remembering, Discovery and Volition," celebrating the 20th anniversary of the award program. The conference was held on September 25, 2015, in the LBJ Student Center.

Texas State University, along with more than 100 other member institutions of the American Society for Engineering Education's Engineering Deans Council, has committed to a nationwide effort to attract and retain a diverse student body, building the pipeline for the next generation of American engineers and entrepreneurs. The initiative was announced August 4, 2015, during the White House Demo Day in Washington, D.C., as part of a broader effort to promote innovation, start-ups and entrepreneurial efforts among women and minorities.

Becky Hammon, retired professional basketball player and current assistant coach with the San Antonio Spurs, delivered the keynote address at Texas State University's New Student Convocation on August 22. More than 8,900 new freshman and transfer students attended the convocation, held in Strahan Coliseum.

Texas State Director of Athletics Larry Teis was selected by the NCAA Board of Directors to serve as the Sun Belt Conference representative on the newly-formed NCAA Division I Council. The council is responsible for the day-to-day business of NCAA Division I Athletics. The council reports directly to the NCAA Board of Directors and oversees committees for student-athlete experiences, strategic vision and planning, legislation and competition oversight committees on every sport. It also oversees a student advisory committee.

Katherine Selber, a professor in the School of Social Work was awarded the Texas Veterans Commission (TVC) Patriot Award for 2015. Every year, the TVC recognizes one Texas resident who promotes and exemplifies patriotism in their community while in the process of supporting or serving veterans and/or their families.

Margaret Menninger, associate professor of history, was appointed Distinguished Teaching Professor in the Humanities at Texas State University for 2015-2018. During her three-year appointment, Menninger will implement "Humanities and Music: Consonance and Dissonance," a project that integrates history, musical traditions and cross-cultural communications. Events will include conferences, panels, performances, lectures and faculty seminars.

Texas Governor Greg Abbott appointed Donna Vandiver, associate professor and interim doctoral program director in the School of Criminal Justice, to the Task Force on Improving Outcomes for Juveniles Adjudicated of Sexual Offenses. Vandiver was asked to be on the task force based on the research she is currently conducting, which assesses the effects of sex offender registration laws across multiple states, as well as other research she has conducted on juveniles. The appointment will last one year.

Denise Trauth was selected by the NCAA Board of Directors to serve as the Sun Belt Conference representative on the newly-formed NCAA Presidential Forum.

LAMAR INSTITUTE OF TECHNOLOGY

President's Report

November, 2015

Enrollment

For Fall 2015 (One 16-Week, one 12-Week, Two 8-Week, and one 4-Week terms), Lamar Institute of Technology enrolled 2,869 Credit students who generated 650,736 Contact Hours and 29,532 Semester Credit Hours (SCH). This represents a 5.9% increase in headcount, a 6.0% increase in Contact Hours, and a 7.4% increase in Semester Credit Hours (SCH) over the previous Certified Fall 2014 semester (n=2,708 / n= 613,680 / n= 27,490), respectively.

In addition, LIT enrolled 812 non-credit students who generated 36,812 Contact Hours for Quarter 4, 2015 which represents a 5.4% increase in headcount and a 5.1% increase in Contact Hours over the previous Quarter 4, 2014 (n=770 / n= 35,028) respectively.

Grants

Lamar Institute of Technology is pursuing through the Texas Workforce Commission (TWC):

- A Skills Development Fund (SDF) grant with Gerdau-Ameristeel Inc. to provide customized skills training to employees at their Jefferson County facility.
- A Self Sufficiency Funds (SSF) grant with Creative Corrections Inc., and other entities to provide workforce training and credit coursework to at-risk student populations.

Lamar Institute of Technology was named as a sub-recipient in a TEA Grant with Vidor ISD for a 2015-2016 Professional Development Partnership for Advanced Math and Science Courses to improve the math and science content knowledge of Vidor ISD teachers in order to encourage them to teach higher level math and science courses.

SACS-COC

Lamar Institute of Technology has successfully implemented the Starfish Early Warning System for At-Risk Students as part of the *Students Taking Education Personally* (STEP) Project. The STEP Project is LIT's *Quality Enhancement Plan* (QEP) for improving the Student Learning Environment at the college. The initial rollout was limited to only those faculty and classes with STEP Project students (fifty-three Process Technology and Instrumentation majors) with training provided to those faculty and all support staff on campus, with a view to ensuring that the Starfish system worked correctly before allowing other departments to use the product. The first progress survey had an impressive 76% response rate which identified 134 faculty (flags) concerns about the progress/attendance of their respective students, with follow-up assigned to the appropriate student support department(s).

Academic Affairs

We will be hiring a new mathematics and biology faculty member to begin in January to meet the needs of our new Associate degree programs.

We have hired a new Department Chair for Business who will join us on November 3, 2015.

Two ISDs are interested in starting Early College programs in their district, Silsbee ISD and Beaumont ISD. Preliminary discussion with superintendents has occurred. Those discussions have helped us to also discuss dual enrollment options which these ISD's.

Office of Distance Education

The Office of Distance Education focus was on supporting instructors in the wrap-up of the summer semesters, providing student Blackboard workshops, serving on the local SACS QEP committee, and delivering just-in-time training and support for students and instructors in multiple fall semesters.

Personnel in the Office of Distance Education offered detailed workshops for students that covered the following topics: (a) logging on to Blackboard and accessing courses, (b) using blackboard communication tools, (c) navigating within a course, (d) posting assignment, and (e) taking quizzes.

In addition, the Office of Distance Education coordinated and provided support for the design/development of new fully online courses. The new fully online courses offered in the fall semester included: ENGL 1302 (Composition II), RELE 1301 (Principles of Real Estate I), PTAC 1354 (Industrial Processes), BIOL 2301 (Anatomy & Physiology I – Lecture), and BIOL 2101 (Anatomy & Physiology I – Lab).

STEP Project Report

The STEP Project has a total of 33 students that are active participants. They met on September 22, 2015 with Mr. James Jennings from ExxonMobil to discuss co-op and career opportunities. The next meeting was on October 20 with Education First on Financial Awareness.

Allied Health and Sciences Department

Radiology Program

The program was approved for the maximum of 8 years accreditation by the JRCERT

The equipment in the radiology labs has been replaced. The second year students have been able to do lab experiments with both digital and film/screen processing. It has been very educational. The first year students are utilizing the equipment for their positioning labs. The mobility of the equipment is much more consistent with what they use in the hospital setting.

Due to the mandated SCH changes, more lab time has been added to the RADR 2333 Advanced Procedures course which allows for time to conduct experiments in the lab. The program purchased an ASRT DVD called Essentials of Digital Imaging. At the end of the RADR 2333 lab the students will each receive a Certificate of Completion by the ASRT.

Sixteen of the 19 graduates from May 2015 have jobs in the field of radiology already. One completed mammography school and one is in LIT's cardiac sonography program.

Clinical students have begun rotations through all sites, as was suggested by JRCERT. This has been very well received by the clinical sites and the students. They are gaining a more equitable experience.

The Fall RTSO Continuing Education Seminar was held on October 17.

The Radiology Advisory Board met October 20.

Occupational Safety and Health

The OSH Program has one student participating in a COOP with Hagemeyer, NA in Port Arthur. Cody Cormier has received a Smith-Hutson scholarship. Will Nelson, (Dec. 2015 graduate), was selected to attend the American Society of Safety Engineers Region III Professional Development Conference held at Moody Gardens in Galveston from September 20 – September 23, 2015. The OSH 1313 class performed a safety audit of the Industrial Maintenance shop on September 23, 2015.

Child Care and Development

We are in the process of ratifying an articulation agree with Lamar University that would facilitate child Care and Development graduates to transfer to LU to pursue a Bachelor's degree in Hearing and Speech.

Sonography

The sonography instructors attended the Society of Diagnostic Medical Sonography conference in Dallas, Texas, and brought back a lot of current updates and knowledge.

The sonography instructors also completed a 2-day Musculoskeletal sonography training, August 2015.

We have 16 sonography students graduating in December, and 6 of them have already passed the physics portion of their boards.

Business Technologies Department

A new Associate of Science degree program in Computer Information Systems has been discussed and approved through President's Council at LIT. Pending TSUS approval, the proposed AS in CIS would be implemented for Spring 2016. This would complement LIT's AA in Business and provide a more seamless pathway for students wishing to pursue computer information science degrees at a four-year institution.

General Education and Developmental Studies Department

The General Education and Developmental Studies Department welcomed two new people to the department this fall. Joseph Agbeko is the new Learning Lab/Developmental Education Coordinator.

Regina Drake has been hired as the new Sociology Instructor to replace Mary Strickland who retired August 31, 2015.

GEDS faculty/adjunct faculty participated in a team meeting to start the fall semester. Program Coordinators for three areas were announced: Dawn Katz for Communication/Social Science Area, Emily Rueda for Mathematics/Developmental Mathematics and Rita McClelland for Fine Arts/INRW. Faculty were given opportunity to meet with the Program Coordinators at the end of the meeting to discuss concerns or ask questions. DORI training/updates was provided for all DORI instructors, and a review of the CORE curriculum was provided.

At the Fall meeting, the faculty voted to support 'Some Other Place' as our annual Community Service Project. Regina Drake will be coordinating the department's effort to volunteer time, money, or needed materials. The GEDS department also voted to create a newsletter for Associate of Arts students, faculty and the institution. Work has begun on this newsletter.

There are currently 309 Associate of Arts majors. We will be graduating our first students December 2015.

Faculty have received training and instruction in the use of Xitrac for Assessment purposes and Starfish for use with STEP project students and others. The majority of GEDS faculty have embraced the use of both computer programs.

Tracy Spencer and Michelle Davis' submitted proposals to the Lilly Teaching Conference and were selected to present at the January 2016 conference in Austin, TX.

Public Service and Safety Department

Emergency Medical Services:

The Emergency Medical Services program has been experiencing increased workload due to AHA and CoAEMSP compliance matters.

The Emergency Medical Services program was approved for Perkins funds to purchase a monitor/defibrillator that will provide students with technology used in real life scenarios.

Regional Fire Academy:

The fall fire academy started with seventeen cadets. Processing for the spring academy is getting under way. The Regional Fire Academy was approved for Perkins funds to purchase 11 Scott SCBA's for the cadets to use when conducting live fire drills.

Police Academy

The fall police academy began with 24 cadets. The Tri Agency Citizens Police Academy Alumni Association created a scholarship for cadets in the police academy. Six cadets benefitted from this generosity this fall semester. Processing has begun for the spring academy.

Anthony Davis was hired as the Assistant Director of the Regional Police Academy.

Technology Department

Mr. Randy Dry has been brought on to manage the scheduling the use and maintenance of the Process Unit. Several items have been updated and repaired since Mr. Dry has come on board. The DCS (Distributed Control System) has been updated. New air driers have been installed. Mr. Dry is updating all operating procedures for the unit.

Mr. Paul Rodriguez, Instructor Process Operations, is working with Lone Star College to develop new classroom materials for the Troubleshooting course. This work is being done through a grant by the NSF.

Exxon/Mobil is providing funding to pay tuition for the dual enrollment students from BISD that enroll in Process Operating Technology, Instrumentation Technology and STEM courses.

Student Services

A Counselor's Workshop was held on October 22, 2015. There were over 100 invitations sent out to the local and surrounding area counselors. Several topics were covered including: scholarships, Associate of Arts degree, Associate of Arts in Business, Associate of Science in Criminal Justice, dual credit, student activities, special populations, mentoring, orientation, distance learning, financial aid, Title IX, the Step Project and Starfish. The workshop is an opportunity to educate area high school counselors about LIT degrees, programs, and activities that will benefit their student populations.

This year's orientation sessions received a complete makeover. There were ten sessions (five student and five parent) held throughout the summer. The sessions were revamped and were made to fit into a fifty-minute timeframe. There were a total of 275 students that signed up to attend an orientation session.

LIT's Academic Advisors and Program Directors attended TACRAO week at local high schools and colleges throughout Southeast Texas, September 14th -18th. There were three hundred and seventy seven scanned contacts made throughout the week. LIT also participated in the Governor's Small Business Forum on September 23 and the Southeast Texas Youth Career Expo on October 15. Over 2,500 students from Hardin, Jefferson, and Orange counties attended the event.

Student Activities

The Office of Student Activities facilitated numerous activities and events this fall. They began with a community service project at the Food Bank of Southeast Texas and a partnership event with AT&T promoting the dangers of texting while driving. LIT hosted campus speakers from ExxonMobil who visited with students about career choices.

October was a full month bringing LIT into the community for the Gift of Life 5K Color Run and a Youth Solutions/Workforce Solutions day at Ford Park.

Hispanic Heritage Day was a wonderful display of cultural cuisine, speakers and entertainment.

Project Interview paired volunteers from local industry with our students for mock interviews and beneficial feedback.

November brings our students back out into the community for a student leadership conference in Houston and the Beaumont Area Heart Walk. Student Government also hosts their annual Health Awareness Summit for the student body.

Title IX

LIT sent out Title IX training through Campus Clarity to 1,246 new, incoming students for the fall semester. Bi-weekly communications to remind students and faculty of the required Title IX training are being send out.

Finance and Technology

Finance Activities

The Finance office personnel have been working on year end reporting, fall registration, and the Annual Financial Statement.

Finance is going live with its new Credit Card Merchant and new machines this month. Finance is continuing to expand Sci Quest with training for Administrative Assistants on campus. Finance is also working on the system set-up to implement on-line purchasing on campus.

IT Activities

The Technology Services' new wireless networking project was scheduled to be completed by October 13, 2015. This will result in an improved, more secure, wireless network for LIT faculty, staff, and students.

The new help desk software, ServiceNow Express, is in the end stages of configuration and should go into production by the end of November.

Technology Services is working on replacing legacy projectors with new bulb-free projectors that do not require bulb or filter changes. Five units have been replaced so far and another five are scheduled to be replaced later this month. Classroom and office technology for the Science Annex and STEP Annex is being acquired and installed. Technology Services expects to begin working with Cisco in November to configure WebEx for use by Faculty, Staff, and Students. It is projected to go into production for Spring.

Audit Activities

Internal Audit is currently working on a Payment Card Industry Data Security Standard or PCIDSS Review

Development/Foundation

The LIT Foundation Board of Directors met July 16. Three new board members were elected: Dale Boothman, Financial Advisory, Edward Jones, Silsbee; John Carlson, Plant Manager, Chevron Phillips

Chemical Company, Orange; Bill Miller, Chief Operating Officer, M & I Electric, an American Electric Technologies Inc. company. The Smith Hutson Scholarship Banquet was held August 27.

The LIT Salute to the Real American Heroes event held September 10 with keynote speaker Jeff Bauman, New York Times bestselling author and 2013 Boston Marathon bombing survivor.

The LIT Scholarship Banquet was held October 15 at the MCM Elegante' Hotel. A one-hour pre-reception for major donors underwritten by Wealth and Asset Management, Capital One Bank was held for endowment trustees and major donors.

Fundraising is up 85.66% from this time period when compared to the same time last year.



**LAMAR STATE COLLEGE-ORANGE
PRESIDENT'S BRIEFING
TSUS BOARD OF REGENTS
November 12-13, 2015**

CAPITAL PROJECTS

Following legislative approval of our capital improvement bond request, the campus initiated work on the new multipurpose education building. PBK was selected as the architectural firm, and SpawGlass was chosen as construction manager at risk. Skanska is providing the construction manager for the project. Design work is well underway with the objective being to bring the project to the Board for approval at the February meeting. The ultimate goal is to complete construction by the summer of 2017.

Negotiations for the purchase of one additional parcel of land are continuing. We are awaiting an appraisal and hope to reach an agreement shortly. The Lamar State College-Orange Foundation will facilitate the process by buying the property and reselling it to the campus for its cost. That transaction will be brought to the Board for approval.

ENROLLMENT

Enrollment for the fall semester improved when compared to the previous year. Headcount enrollment increased 2.62 percent and credit hour enrollment went up 0.95 percent. The only negative associated with fall enrollment was a 1.02 percent drop in contact hours. That decline was tied to the Coordinating Board mandate that we limit our degree programs to sixty credit hours. In order to meet that requirement, we were forced to eliminate or shorten some courses that previously carried a high number of contact hours. We are planning a marketing push to carry this momentum into the spring semester.

PLANNING/BUDGETING

Although our enrollment gain was modest, it had a positive impact on our budget. Revenue is on track to match the estimated revenue numbers we used in building the budget. The academic reorganization that we implemented in order to reduce costs has gone very smoothly. The personnel adjustments that were part of that reorganization have been very positive. The planning cycle for the next fiscal year will begin in November.

INSTITUTIONAL DEVELOPMENT

The Lamar State College-Orange Foundation has begun planning for the annual fund raising event that will take place in April at the Brown Estate. The Foundation has been active in

assisting with real estate acquisitions and has increased its general scholarship support to \$80,000 for the current year.

INFORMATION TECHNOLOGY

Work is proceeding with transition to the new Banner platform for administrative computing. We are also completing an upgrade to the campus Wi-Fi network that will provide better coverage for students. We currently use D2L as the platform for our distance education offerings, but that product has some limitations regarding reliability and support. We are investigating alternative platforms that will provide better service to our distance education students.

CAMPUS SPECIFIC ITEMS

- We have started work on the maritime technology program that received special item funding from the legislature. Our initial meetings with industry representatives have been very positive. With their support, we made a public announcement of the program on September 24. We have also identified a person to assist us in putting together the curriculum for the program.
- Using special item funding, we have begun work on a physical therapy assisting program. We are moving forward with curriculum design and determining equipment/facility needs for the program.
- The construction boom in southeast Texas and southwest Louisiana is creating more demand for welders. In response to this demand, we are planning to reactivate our program.
- I am pleased to announce that Mr. Butch Campbell is our recipient of the 2015 Julie and Ben Rogers Community Service Award. Butch joined the Lamar-Orange faculty in 1976 and has served the campus in several capacities. His commitment to our community and his record of volunteer service is exceptional.



LAMAR STATE COLLEGE-PORT ARTHUR
President's Briefing
November 2015

PLANNING

College staff members reviewed the *Disaster Response and Recovery Plan* and made changes in preparation for the hurricane season. Staff monitored the movements and intensification of tropical systems throughout the summer but no physical preparations were required.

The College continues to move forward with planning for construction of its first residence hall. The Port Arthur Economic Development Corporation (EDC) remains committed to providing the successful developer with a \$1 million grant and a \$1 million no interest loan. The residence hall is scheduled to open in August 2016.

The Legislature appropriated \$8,080,000 for construction of a technology building. The College selected a Houston firm, Facility Programming and Consulting, to assist with the programming of the building. Programming is complete. The next steps will be selecting an architect and the construction manager at-risk. Occupancy is scheduled for January 2018.

The campus has also worked to develop a casual logo and a modern webpage that is expected to be completed by 2016.

ACADEMIC AFFAIRS

The Lamar State College Port Arthur Paralegal Program is 1 of 7 associate degree programs in Texas that are approved by the American Bar Association (ABA). Approval is granted for 7 years. The program is due for re-approval in 2015. The program submitted a self-study in May 2013 that involved faculty, staff, former students, and the legal community. The ABA dispatched a committee to the campus September 24-25, 2014, for an on-site review. Following the visit the College was informed that the committee recommended re-approval. In April the ABA Approval Commission recommended re-approval of the program to the ABA House of Delegates. Final re-approval was received at the ABA's annual meeting August 3-4 in Chicago.

Lamar State College Port Arthur is working with Port Arthur ISD to plan and implement an Early College High School (ECHS). The goal is to open the ECHS in fall 2016 in the former Woodrow Wilson Middle School across Lakeshore Drive from the LSCPA campus. The ECHS will offer a general academic plan leading to an Associate of Arts Degree to approximately 80% of the students and a technical education plan leading to an Associate of Applied Science Degree—possibly in computer network administration or computer network security—to the remaining 20%. Students could graduate with an associate degree or certificate and a high school diploma during the same semester. The ISD is responsible for remodeling the facility. The College is represented on the steering committee by the Vice President for Academic Affairs, Dean of Technical Programs, and the Director of Institutional Effectiveness.

After years of negotiations and planning, the College and Bob Hope Charter School executed an agreement for the College to offer transfer courses at Bob Hope School. Classes are being conducted in fall 2015 with an enrollment of 34 students.

The College has applied for and will receive a \$215,000 Skills Development Fund Grant from the Texas Workforce Commission, one of only five awarded by the state in spring 2015. The grant supports the creation and expansion of dual credit career and technical education in highly-technical, high-wage, high-demand occupations. The College has targeted process technology with Port Arthur ISD. Implementation will begin in January 2016.

Lamar State College Port Arthur continues its five-year Quality Enhancement Plan (QEP) *Seahawks SOAR: Students Obtaining Achievement in Reading*. Activities associated with SOAR include student and faculty reading clubs, campus-wide events, and lectures by visiting authors and researchers. The Office of Institutional Effectiveness and Assessment has implemented a strategy to measure improvement in reading across the student body. The QEP Student Book Club selection this semester is *Fahrenheit 451* by Ray Bradbury. Five student book clubs meet on campus, a club consisting of 23 dual enrollment students are engaged at Nederland High School, and another club interacts on Facebook. On November 9 students will watch the film *The Book of Eli*, a modern adaptation of *Fahrenheit 451*. The Faculty Book Club is also reading *Blink* by Malcolm Gladwell which deals with using the subconscious for interpretation of perception and decision making with discussions regarding how this can be adapted for faculty in the classroom.

Workforce Training and Continuing Education

Lamar State College Port Arthur created a new instructional division lead by Dr. Ben Stafford on September 1, 2015. The Workforce Training and Continuing Education office has scheduled several non-credit training programs including three commercial driving license classes, professional development classes for surgical technicians and dental hygienists, and an Audio Engineering Course. Training opportunities that are scheduled for the future include Class B Commercial Driver's License, Audio Engineering V, Central Service Technician, and professional development classes.

LSCPA is currently partnering with Motiva™ to provide sixteen (16) hours of safety training for approximately 1,000 Motiva employees. The safety training is scheduled for two days each week during the months of September and October.

The Workforce Training and Continuing Education office is also working with a local start-up company to apply for a Texas Workforce Commission Skills Development Grant.

An agreement was developed with Total™ to conduct pre-employment testing at LSCPA on August 25 and 26. Approximately 1,000 participants were scheduled for the pre-employment testing activity.

LSCPA was awarded \$20,000 in Skills for Small Business Grant funds for the 2015-2016 fiscal year and \$123,949 in Carl D. Perkins Grant funds for the 2015-2016 fiscal year.

Distance Learning

Computers and projectors were installed in the remaining classrooms that lacked them. Projectors and large screens had been chosen as preferable to a large screen monitor by members of the Classroom Technology Committee and members of the Faculty Senate. This was the culmination of a multi-year project.

A face-to-face workshop course for training faculty on Blackboard was offered at the beginning of August. Faculty members learned to use the various tools in the Blackboard system and were shown how using the course template can help keep them in line with best practices. Feedback from the attendees has suggested additional workshop topics for the future.

STUDENT SERVICES

The Office of Students Services has been re-organized to better serve students. A new office, Enrollment Services, was formed to focus on student recruiting. An enrollment consultant was hired to provide guidance to improve campus enrollment. Academic Advising, along with Financial Aid and Enrollment Services have implemented *AppointmentPlus*, an online appointment scheduling system which allows students to schedule appointments with advisors 24/7 through their MyLamarPA accounts.

Academic Advising

The Advising Office successfully hosted the Mid/South County College night September 15. Campus representatives from Harvard and University of New Orleans joined Lamar State College Port Arthur and 25 Texas colleges to provide high school students, parents, and others with information, presentations, and materials about the various campuses and how to apply for college. Following the retirement of the Coordinator of Academic Advising, a search is underway for a new Director of Academic Advising. An intrusive advising program has been implemented and advisors are meeting with students identified as academically *at risk* due to tardiness and absences in developmental courses.

Advisors and select faculty conducted Banner training for academic department chairs and staff to advise returning students. Faculty advising responsibilities will allow academic advisors to focus on advising new students, transfer students, dual credit students, and help students develop personal educational plans for success.

Approximately \$220,000 in local scholarship funds was awarded to LSCPA students.

Enrollment Services

Enrollment Services offices are staffed with dedicated Enrollment Counselors. In addition to high school visits and college fairs, the team will provide personal enrollment coaching for applicants, train and oversee student tour guides, and manage a recruiting campaign. Student Services is excited to have a new team member through a partnership with *Communities In Schools*.

Financial Aid

Following a reassignment of duties, the Financial Aid staff have undergone special Banner training with the Ellucian consultants and have participated in several webinars from the National Association of Student Financial Aid Advisors (NASFAA) as part of an ongoing staff development program. They are also streamlining the application process in preparation for more work with Ellucian to automate processing, awarding, and disbursing federal aid. Staff attended the Texas NASFAA Conference and the Federal Student Aid Conference in Las Vegas.

Admissions and Registration

The Fall 2015 Semester headcount on the census day (12th class day) was 1,803, a 13.1% decrease from the Fall 2014 Semester. However, if the nursing students that graduated from the online nursing program are removed from the enrollment equation, the college experienced a 4% decline in enrollment. The college will begin registration for the Spring 2016 Semester on November 2, 2015. The acceptance process has been streamlined to better serve new students.

Student Activities

The Student Government Association (SGA) and Student Activities hosted Welcome Week on August 24-28, 9-11 commemorative program, voter registration drive, Lifeshare Blood Center

drive, Constitution Day Program, Student Organization Day, Hispanic Heritage Celebration, Fall Festival, Open House, Food Drive, and a photo op with Arthur Seahawk.

Representatives from Student Government attended the annual NACA (National Association of Campus Activities) conference in Tulsa, Oklahoma October 15-18 along with many other schools from Texas, Louisiana, Arkansas and Oklahoma.

Homecoming week began with basketball players autographing miniature basketballs for the students, on Tuesday SGA provided materials for the students to make noise makers for the homecoming game and on Wednesday the campus celebrated with a pep rally, tailgate party and Homecoming game. The two Seahawk Scholars were announced at half-time.

INFORMATION TECHNOLOGY SERVICES

Systems, Networking, and Telecommunications

Primary initiatives in the 3rd quarter of 2015 are 1) re-design of the College's website, 2) implementation of new desktop-based security measures, and 3) implementation of ARGOS, a new Banner Reporting System.

Infrastructure Services

Information Technology Services is updating some of the College's aging networking equipment. Twenty-seven switches and some other networking devices should be replaced by August 2017. Six switches process will be purchased and installed by January 2016.

The College contracted with a 3rd party to redesign the website using a content management system that will allow for all content administrators to maintain their sites with minimal reliance on IT Services. The project is expected to be completed by the end of December 2015.

IT Services is implementing additional desktop security measures to greatly enhance our ability to minimize exposure to malicious attacks from the internet. The measures include implementing desktop firewalls and "AppLocker", a freely-available application developed by Microsoft. AppLocker prevents any program or script execution, whether local or internet-based. This capability will reduce the possibility of malicious code running on any desktop and thus minimize our exposure to attacks. That phase of the projected was completed in the 3rd quarter of 2015. The new phase will concentrate on servers. Additional and more complex requirement and configurations are needed and expected for servers.

An off-site backup solution is being prepared that will reside at Texas State University. The solution is being thoroughly tested before the equipment is relocated to San Marcos.

Upgrading to the Windows 2012 server platform continues. The new platform provides significant improvements in LSC-PA's disaster/recovery and business continuity infrastructure. The improvements will allow for significant simplification of the process and recovery time from days to hours. IT Services was able to upgrade 2 more servers in this quarter.

A significant time and effort was spent in preparation to upgrade the Oracle software, a critical component of the Banner infrastructure. All application and database software will be upgraded to the latest Ellucian supported version. Final production upgrade will occur in early 4th quarter of 2015.

Between July 1, 2015 and September 30, 2015, the Infrastructure Services unit received 1,504 work orders and completed 1,474 totaling 440 employee hours. 1,095 of the 1,504 were student computer password/account support assistance.

Information Services

Information Resources completed regular reporting submissions in a timely manner.

1. The Institutional Research Coordinator attended the annual TSUS-sponsored meeting in San Marcos.
2. Institutional Research Coordinator completed regular reporting submissions in a timely manner.
3. Information Services processed auditor requests for Financial Aid and consultant requests for Student and Financial Aid. There will be changes for Financial Aid reporting this year.
4. Worked with TCC committees dealing with Banner transformation and future support.

The Banner Security Committee continues to review current process and establish new guidelines to ensure accurate and timely processing of requests. IT Services is working very closely with data owners to attempt to simplify some of the Banner security requirements. A comprehensive review of all current objects and classes has been completed. Changes are being made where appropriate to assign appropriate objects to security classes. Effort will continue throughout the year.

A significant effort was made to re-write and standardize enrollment reporting requirements. Existing programs were modified and new ones were written to accomplish the task in Argos reports writer.

Twenty five (25) Banner (Base and TCC) upgrades/patches were installed in Production across all modules. These were fixes and enhancements for the Banner administrative system.

Between July 1, 2015 and September 30, 2015, Information Services completed 104 work orders for a total of 273 employee hours with another 89 work orders in progress. 118 were new requests.

**Board of Regents
Texas State University System**

**LITIGATION REPORT
November 2015**

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| <p>1. Bach v. TXST
(January 2014)
US Dist Ct, Austin</p> | <p>Wage Claim – Although an exempt employee, Plaintiff claims overtime pay is owed him under Fair Labor Standards Act.</p> | <p>Plaintiff's Fifth Circuit appeal was DISMISSED. He has until November 30, 2015 to appeal to the US Supreme Court.</p> |
| <p>2. Campbell v. LIT
(August 2014)
US Dist Ct, Beaumont</p> | <p>Civil Rights – Former student alleges disability discrimination and failure to accommodate his learning disabilities.</p> | <p>This matter was DISMISSED on August 24, 2015 and appealed on September 23, 2015.</p> |
| <p>3. Henderson v. SHSU
(March 2015)
US Dist Ct, Houston</p> | <p>Civil Rights – Former tenured faculty member alleges race discrimination, hostile environment and retaliation.</p> | <p>This matter was DISMISSED on October 6, 2015.</p> |
| <p>4. Jenkins v. LU
(October 2014)
Jefferson County</p> | <p>Civil Rights – Professor claims denial of promotion & tenure because he objected to use of the GRE in graduate admissions.</p> | <p>The University filed its answer on October 27, 2014. The case has been inactive since then.</p> |
| <p>5. K.E. v. TXST
(April 2015)
Hays County</p> | <p>Declaratory Judgment and Request for TRO - KE seeks to prevent the University from revoking KE's degree.</p> | <p>Defendant's plea to the jurisdiction seeking dismissal is set for hearing on November 17, 2015.</p> |
| <p>6. Lopez v. TXST
(May, 2010)
Hays County</p> | <p>Civil Rights – Ex-employee claims her termination was race based and retaliatory.</p> | <p>Plaintiff's retaliation claim was DISMISSED in December, 2014. We await a trial setting on her discrimination claim.</p> |
| <p>7. Miller v. SHSU
(October 2015)
US Dist Ct, Houston</p> | <p>Civil Rights – Former faculty member alleges sex and pay discrimination, hostile work environment and retaliation.</p> | <p>The Answer is due in this matter on December 4, 2015.</p> |
| <p>8. Quinn v. TXST
(November 2014)
Williamson County</p> | <p>Civil Rights – Ex-employee claims discrimination based on age, disability and retaliation by School of Nursing.</p> | <p>Discovery is ongoing.</p> |
| <p>9. Randle v. TXST
(September 2014)
Hays County</p> | <p>Civil Rights – Former employee alleges her termination was discriminatory based on age and retaliation.</p> | <p>Discovery is ongoing</p> |
| <p>10. Savoy v. LIT
(January 2015)
Jefferson County</p> | <p>Personal Injury – Student falls from utility pole while participating in Utility Line Technician course; claims negligence.</p> | <p>Case has been transferred from Jefferson County to Hardin County. Discovery is ongoing.</p> |
| <p>11. Steinbach v. TXST
(February, 2010)
Hays County</p> | <p>Personal Injury – Student slips and falls in residence hall laundry area stairs; claims negligence.</p> | <p>University appealed denial of its dismissal motion and awaits an opinion from the court of appeals.</p> |
| <p>12. Sweeney v. TXST
(January 2015)
US Dist. Ct, Austin</p> | <p>Civil Rights – Student claims harassment, disability discrimination and retaliation.</p> | <p>Court DISMISSED three of four claims. Discovery is ongoing in the remaining disability discrimination claim.</p> |

LITIGATION REPORT
November 2015 (cont.)

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| <p>13. <i>USOR Site PRP Group v. A&M Contractors, Inc., TSUS</i>
(May 2015)
US Dist. Ct., Houston</p> | <p>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.</p> | <p>Our answer date is November 11, 2015. The office of attorney general plans to file a dismissal motion, arguing that the court has no jurisdiction over TSUS and other state agencies. We have not yet determined which System Components, if any, might have contributed waste to the Site.</p> |
| <p>14. <i>Ward v. LU/TSUS</i>
(May 2013)
Jefferson County</p> | <p>Whistleblower – Expecting to be fired, employee filed suit prematurely (she remained employed until she resigned).</p> | <p>On May 12, 2015, the Court of Appeals reversed dismissal of the case. University has requested a rehearing.</p> |
| <p>15. <i>Whittington v. SHSU</i>
(January 2015)
Walker County</p> | <p>Civil Rights – Ex-employee alleges her termination was discriminatory based on gender and age and retaliation.</p> | <p>Parties have agreed to settlement and await office of attorney general approval and dismissal.</p> |

Lawsuit filed on behalf of Sam Houston State University:

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| <p><i>SHSU v. American Campus Communities</i>
(April, 2013)
Walker County</p> | <p>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.</p> | <p>A mediation with all defendants was planned for early September, 2015 but is being rescheduled.</p> |
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