

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

**Quarterly Board Meeting**

**May 22-23, 2014**

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## COMMITTEE MEETINGS

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

- Rules and Regulations May 15, 2014 10:30 a.m. CST
- Planning and Construction May 15, 2014 3:00 p.m. CST
- Finance and Audit May 19, 2014 2:00 p.m. CST
- Information Resources May 19, 2014 3:30 p.m. CST
- Academic Affairs May 20, 2014 3:30 p.m. CST

## **RULES AND REGULATIONS COMMITTEE**

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### **Committee Members**

Regent Rossanna Salazar, Committee Chair; Regent Ron Mitchell; Regent Vernon Reaser

### **Call to Order**

The Rules and Regulations Committee of the Texas State University System was called to order on May 15, 2014 at 10:31 a.m. CST by committee chair Rossanna Salazar. The meeting was held telephonically.

### **Present**

Regent Rossanna Salazar, Committee Chair; Regent Ron Mitchell; Regent Vernon Reaser

### **Also Present**

Chairman Donna Williams; Dr. Brian McCall, Chancellor; Dr. Fernando Gomez, Vice Chancellor and General Counsel; Mr. Peter Graves, Vice Chancellor for Contract Administration; Ms. Carole Fox, System Director of Audits and Analysis; Ms. Therese Sternenberg, Assistant Vice Chancellor for General Counsel; Ms. Kelly Wintemute, Director of Administration; various component campus representatives

### **Absent**

None

### **Discussion Items**

Committee Chair Rossanna Salazar called on Dr. Fernando Gomez to present the agenda item.

Dr. Gomez presented TSUS: Approval of Rules and Regulations. Dr. Gomez explained each proposed new rule or rule change in detail. The committee approved the item to be taken to the full Board.

### **Adjournment**

There being no further business before the Committee, Committee Chair Rossanna Salazar adjourned the meeting at 11:20 a.m. CST.

## **PLANNING AND CONSTRUCTION COMMITTEE**

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### **Committee Members**

Regent Bill Scott, Committee Chair; Regent Ron Mitchell; Regent David Montagne

### **Call to Order**

The Planning and Construction Committee of the Texas State University System was called to order on May 15, 2014 at 3:01 p.m. CST by Committee Chair Bill Scott. The meeting was held telephonically.

### **Present**

Regent Bill Scott, Committee Chair; Regent Ron Mitchell; Regent David Montagne

### **Also Present**

Chairman Donna Williams; Mr. Peter Graves, Vice Chancellor for Contract Administration; Ms. Carole Fox, System Director of Audits and Analysis; Ms. Kelly Wintemute, Director of Administration; various component campus representatives

### **Absent**

None

### **Discussion Items**

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

Mr. Graves presented SHSU: Delegation of Authority for the South Residential Parking Lot & Associated Infrastructure Project. The committee approved the item to be taken to the full Board.

Mr. Graves presented LSCPA: Delegation of Authority for Development Agreement for Student Housing Project. The committee approved the item to be taken to the full Board.

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

Mr. Graves also outlined the consolidated reports (included as an appendix to the minutes).

### **Adjournment**

There being no further business before the Committee, Committee Chair Bill Scott adjourned the meeting at 3:47 p.m. CST.

## **FINANCE AND AUDIT COMMITTEE**

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### **Committee Members**

Regent Charlie Amato, Committee Chair; Regent Kevin Lilly; Regent Bill Scott

### **Call to Order**

The Finance and Audit Committee of the Texas State University System was called to order on May 19, 2014 at 2:02 p.m. CST by Committee Chair Charlie Amato. The meeting was held telephonically.

### **Present**

Committee Chair Charlie Amato; Regent Bill Scott

### **Also Present**

Chairman of the Board Donna Williams; Dr. Brian McCall, Chancellor; Dr. Roland Smith, Vice Chancellor for Finance; Mr. Daniel Harper, Deputy Vice Chancellor for Finance; Dr. Perry Moore, Vice Chancellor for Academic Affairs; Ms. Carole Fox, Director of Audits and Analysis; Ms. Kelly Wintemute, Director of Administration; various component campus representatives

### **Absent**

Regent Kevin Lilly

### **Discussion Items**

Committee Chair Charlie Amato called on Dr. Roland Smith to present the agenda items.

Dr. Smith presented LU: Dual Credit Tuition. The committee approved the item to be taken to the full Board.

Dr. Smith presented LU: Non-Resident Graduate Tuition for Courses Offered via Distance Education. The committee approved the item to be taken to the full Board.

Dr. Smith presented LU: Undergraduate e-Tuition for Nursing Courses Offered via Distance Education. The committee approved the item to be taken to the full Board.

Dr. Smith presented TxSt: Transfer from University Camp Quasi-Endowment Account. The committee approved the item to be taken to the full Board.

Dr. Smith presented TxSt: Investment Custody Services. The committee approved the item to be taken to the full Board.

Dr. Smith presented LIT: Dual Credit Tuition. The committee approved the item to be taken to the full Board.

Dr. Smith presented LIT: Diagnostic Sonography Fee. The committee approved the item to be taken to the full Board.

Dr. Smith presented LSC-O: Dual Credit Tuition. The committee approved the item to be taken to the full Board.

Dr. Smith presented LSC-PA: Dual Credit Tuition. The committee approved the item to be taken to the full Board.

Dr. Smith presented TSUS: Consideration and action with respect to the “Eighteenth Supplemental Resolution to the Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto”. The committee approved the item to be taken to the full Board.

Dr. Smith presented TSUS: Consideration and action with respect to the “Nineteenth Supplemental Resolution to The Master Resolution Authorizing the Issuance, Sale, and Delivery of Board of Regents, Texas State University System Revenue Financing System Refunding Bonds, in One or More Series; and Approving and Authorizing Instruments and Procedures Relating Thereto” The committee approved the item to be taken to the full Board.

Dr. Smith briefly outlined the Consent Agenda items, which included TSUS: Operating Budget Adjustments, TSUS: Statements of Budgeted Fund Balances, TSUS: Quarterly Investment Report and TSUS: Status of Implementation of Audit Recommendations. The committee approved the items to be included on the consent agenda.

### **Adjournment**

There being no further business before the Committee, Committee Chair Charlie Amato adjourned the meeting at 2:45 pm. CST.

## **INFORMATION RESOURCES COMMITTEE**

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### **Committee Members**

Chairman of the Board Donna Williams, Committee Chair; Regent Charlie Amato; Regent Jaime Garza

### **Call to Order**

The Information Resources Committee of the Texas State University System was called to order on May 19, 2014 at 3:30 p.m. CST by Committee Chair Donna Williams. The meeting was held telephonically.

### **Present**

Chairman of the Board Donna Williams, Committee Chair; Regent Charlie Amato

### **Also Present**

Dr. Perry Moore, Vice Chancellor for Academic Affairs; Mr. Daniel Harper, Deputy Vice Chancellor for Finance; Ms. Carole Fox, Director of Audits and Analysis; Mr. Charles Gregory, Chief Information Technology Auditor; Ms. Kelly Wintemute, Director of Administration; various component campus representatives

### **Absent**

Regent Jaime Garza

### **Discussion Items**

Committee Chairman Donna Williams welcomed all attendees.

Dr. Perry Moore presented TxSt: Approval of Network Services Agreement and Dark Fiber Indefeasible Rights of Use. The committee approved the item to be taken to the full Board.

Updates were given on the following topics:

TSUS dashboard project

Texas State University 10 Gigabit IRU Project Committee Review and Approval

System-wide e-procurement project

TCC Consortium

CIO Council

### **Adjournment**

There being no further business before the Committee, Committee Chair Donna Williams adjourned the meeting at 4:02 p.m. CST.



## **ACADEMIC AFFAIRS COMMITTEE**

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### **Committee Members**

Regent Jaime Garza, Committee Chair; Regent Rossanna Salazar; Regent Vernon Reaser

### **Call to Order**

The Academic Affairs Committee of the Texas State University System was called to order on May 20, 2014 at 10:00 a.m. CST by committee chair Jaime Garza. The meeting was held telephonically.

### **Present**

Regent Jaime Garza, Committee Chair; Regent Rossanna Salazar; Regent Vernon Reaser

### **Also Present**

Chairman Donna Williams; Vice Chair Ron Mitchell; Dr. Brian McCall, Chancellor; Dr. Perry Moore, Vice Chancellor for Academic Affairs; Ms. Kelly Wintemute, Director of Administration; various component campus representatives

### **Absent**

None

### **Discussion Items**

Committee Chair Jaime Garza called on Dr. Perry Moore to present the agenda items.

Dr. Moore presented LU: Change Department Name from Professional Pedagogy to Teacher Education. The committee approved the item to be taken to the full Board.

Dr. Moore presented LU: Create a New Upper Division Certificate – Computer Game Design and Development. The committee approved the item to be taken to the full Board.

Dr. Moore presented SHSU: Degree Programs, Additions. The committee approved the item to be taken to the full Board.

Dr. Moore presented SHSU: Distance Education – MS in Project Management – Department of Management and Marketing. The committee approved the item to be taken to the full Board.

Dr. Moore presented SHSU: Master of Science Degree in Homeland Security. The committee approved the item to be taken to the full Board.

Dr. Moore presented TxSt: Add a Bachelor of Science Major in Interdisciplinary Science. The committee approved the item to be taken to the full Board.

Dr. Moore presented TxSt: Add a Master of Science Major in Dementia and Aging Studies. The committee approved the item to be taken to the full Board.

Dr. Moore presented LIT: Quality Enhancement Plan. The committee approved the item to be taken to the full Board.

Dr. Moore presented LSC-PA: Degree Programs The committee approved the item to be taken to the full Board.

Dr. Moore presented TSUS: Twelfth Class Day Reports. The committee approved the item to be taken to the full Board.

Dr. Moore briefly outlined the Consent Agenda items, which consisted of TSUS: Curriculum Changes and TSUS: Out-of-Country Study Programs.

**Adjournment**

There being no further business before the Committee, Committee Chair Jaime Garza adjourned the meeting at 10:40 a.m. CST.

## BOARD OF REGENTS MEETING

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### I. CALL TO ORDER

The Quarterly Board of Regents meeting of The Texas State University System was called to order on Thursday, May 22, 2014 at 12:31 p.m. CST by Chairman of the Board Donna Williams. The meeting was held in the ballroom of the Lowman Student Center at Sam Houston State University. Noting the presence of a quorum, Chairman Williams called upon Regent Scott to lead in the United States and Texas flag pledges, and Regent Garza delivered the invocation.

### II. ATTENDANCE

#### Present

Chairman Donna Williams  
Vice Chair Ron Mitchell  
Regent Charlie Amato  
Regent Jaime Garza  
Regent Kevin Lilly  
Regent David Montagne  
Regent Vernon Reaser  
Regent Rossanna Salazar  
Regent William Scott  
Student Regent Matthew Russell

#### Absent

None

#### Also Present

Chancellor Brian McCall, Ph.D.; President Dana Gibson, SHSU; Interim President Quint Thurman, SRSU; President Denise M. Trauth, TxSt; President Ken Evans, LU; President Paul J. Szuch, LIT; President J. Michael Shahan, LSC-O; President Sam Monroe, LSC-PA

### III. RECESS TO EXECUTIVE SESSION

Chairman Williams recessed the Board to Executive Session at 12:33 p.m. CST in accordance with *Chapter 551* of the Texas *Government Code* to discuss legal, real estate and personnel issues.

### IV. RECONVENE IN OPEN SESSION

The Board reconvened in open session at 3:26 p.m. CST on Thursday, May 22, 2014.

### V. APPROVAL OF MINUTES

Upon motion of Chairman Williams, seconded by Regent Amato, with all Regents voting aye, it was ordered that the minutes of the quarterly Board of Regents meeting held on February 27-28, 2014 and the minutes of the special called telephonic meeting held April 10, 2014 are approved.

Upon motion of Chairman Williams, seconded by Regent Scott, with all Regents voting aye, it was ordered that the minutes of the quarterly Board of Regents meeting held on August 15-16, 2013 regarding item 2013-123 (attached) be amended to reflect a total project cost amount of \$11,332,000 instead of \$10,310,000.

## **VI. ACADEMIC AFFAIRS**

Regent Jaime Garza, Chair of the Curriculum Committee presented the following agenda items, and noted that Dr. Perry Moore, Vice Chancellor for Academic Affairs was available for any questions or concerns.

### **2014-76 LU: Change of Department Name from Professional Pedagogy to Teacher Education**

Upon motion of Regent Garza, seconded by Regent Salazar with all Regents voting aye, it was ordered that the Department of Professional Pedagogy in the College of Education and Human Development is authorized to change its name to the Department of Teacher Education. This will be effective Fall 2014, following notification to the Texas Higher Education Coordinating Board.

### **2014-77 LU: Create a New Upper Division Certificate – Computer Game Design and Development**

Upon motion of Regent Garza, seconded by Regent Amato, with all Regents voting aye, it was ordered that the Department of Industrial Engineering in the College of Engineering is authorized to offer the existing Master of Engineering Management degree via distance learning (i.e. online). This will be effective Fall 2014, following notification to the Texas Higher Education Coordinating Board and the Commission on Colleges of the Southern Association of Colleges and Schools. This motion was passed contingent upon the addition of a state of the art course in the prevention, diagnosis and management of head injuries.

### **2014-78 SHSU: Degree Programs, Additions**

Upon motion of Regent Garza, seconded by Regent Salazar, with all Regents voting aye, it was ordered that the following degree program additions for Sam Houston State University are approved.

#### Additions

1. Offer a degree program, and the associated new courses, leading to the Master of Arts degree with a major in Band Conducting within the College of Fine Arts and Mass Communication to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
2. Offer a degree program, and the associated new courses, leading to the Bachelor of Science with a major in Athletic Training within the College of Health Sciences to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
3. Offer a degree program, and the associated new courses, leading to the Bachelor of Science with a major in Health Care Administration within the College of Health Sciences to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
4. Offer a degree program, and the associated new course, leading to the Bachelor of Science degree with a major in Health Sciences within the College of Health Sciences to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.

5. Offer a degree program, and the associated new courses, leading to the Bachelor of Science degree with a major in Public Health within the College of Health Sciences to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
6. Offer a degree program, and the associated new courses, leading to the Bachelor of Science degree with a major in Wellness Management within the College of Health Sciences to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
7. Offer a graduate certificate in Critical Infrastructure Protection within the College of Criminal Justice to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
8. Offer a graduate certificate, and the associated new courses, in Emergency Management within the College of Criminal Justice to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.
9. Offer a graduate certificate in Higher Education Assessment and Institutional Research within the College of Education to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board
10. Offer a graduate certificate in Comparative and International Education within the College of Education to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board. .
11. Offer a graduate certificate in Play Therapy within the College of Education to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordination Board.

**2014-79 SHSU: Distance Education – MS in Project Management – Department of Management and Marketing**

Upon motion of Regent Garza, seconded by Regent Salazar, with all Regents voting aye, it was ordered that the College of Business at Sam Houston State University is authorized to offer the Master of Science degree with a major in Project Management via distance learning.

**2014-80 SRSU: Master of Science Degree in Homeland Security**

Upon motion of Regent Garza, seconded by Regent Amato, with all Regents voting aye, it was ordered that Sul Ross State University is authorized to add a Master's Degree in Homeland Security.

**2014-81 TxSt: Add a Bachelor of Science Major in Interdisciplinary Science**

Upon motion of Regent Garza, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that Texas State University is authorized to add a Bachelor of Science major in Interdisciplinary Science for the Composite Science Teacher Certification.

**2014-82 TxSt: Add a Master of Science Major in Dementia and Aging Studies**

Upon motion of Regent Garza, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that Texas State University is authorized to add an online Master of Science major in Dementia and Aging Studies.

**2014-83 LIT: Quality Enhancement Plan**

Upon motion of Regent Garza, seconded by Regent Salazar, with all Regents voting aye, it was ordered that Lamar Institute of Technology is authorized to implement a Quality Enhancement Plan described as a student success program.

**2014-84 LSC-PA: Degree Programs**

Upon motion of Regent Garza, seconded by Regent Amato, with all Regents voting aye, it was ordered that the following degree program changes and deletions for Lamar State College-Port Arthur are approved.

Changes

1. Reduce the degree program leading to the Associate of Arts with an emphasis in Academic Studies within the Academic Programs Division from 63 semester credit hours to 60 semester credit hours effective fall semester 2014.
2. Reduce the degree program leading to the Associate of Arts with an emphasis in Business Administration within the Academic Programs Division from 66 semester credit hours to 60 semester credit hours effective fall semester 2014.
3. Reduce the degree program leading to the Associate of Arts with an emphasis in Criminal Justice within the Academic Programs Division from 66 semester credit hours to 60 semester credit hours effective fall semester 2014.
4. Reduce the degree program leading to the Associate of Arts with an emphasis in Kinesiology within the Academic Programs Division from 63 semester credit hours to 60 semester credit hours effective fall semester 2014.
5. Reduce the degree program leading to the Associate of Arts with an emphasis in Drama within the Academic Programs Division from 63 semester credit hours to 60 semester credit hours effective fall semester 2014.
6. Reduce the degree program leading to the Associate of Arts with an emphasis in Studio Art within the Academic Programs Division from 66 semester credit hours to 60 semester credit hours effective fall semester 2014.
7. Reduce the degree program leading to the Associate of Applied Science in Medical Coding Specialist within the Technical Programs Division from 64 semester credit hours to 60 semester credit hours effective fall semester 2014.
8. Reduce the degree program leading to the Associate of Applied Science in Medical Office Administration within the Technical Programs Division from 68 semester credit hours to 60 semester credit hours effective fall semester 2014.
9. Reduce the degree program leading to the Associate of Applied Science in Accounting within the Technical Programs Division from 64 semester credit hours to 60 semester credit hours effective fall semester 2014.

10. Reduce the degree program leading to the Associate of Applied Science in Administrative Assistant within the Technical Programs Division from 65 semester credit hours to 60 semester credit hours effective fall semester 2014.

**2014-85 TSUS: Twelfth Class Day Reports**

Upon motion of Regent Garza, seconded by Regent Mitchell, with all Regents voting aye, it was ordered that the Twelfth Class Day Reports for Spring Semester, 2014 for the Texas State University System components are approved.

	<b>Spring</b>	
	<b>2013</b>	<b>2014</b>
Lamar University	13,010	13,009
Sam Houston State University	17,317	17,677
Sul Ross State University	1708	1680
Sul Ross State University RGC	924	938
Texas State University	32,124	33,054
Lamar Institute of Technology	3223	3513
Lamar State College-Orange	2529	2287
Lamar State College-Port Arthur	2884	2129
<b>Totals</b>	<b>73,719</b>	<b>74,287</b>

	<b>Spring SCH</b>	
	<b>2013</b>	<b>2014</b>
Lamar University	141,934	143,236
Sam Houston State University	204,966	209,135
Sul Ross State University	17,655	17,097
Sul Ross State University RGC	6605	6074
Texas State University	378,157	392,384
Lamar Institute of Technology	25,821	26,786
Lamar State College-Orange	22,037	20,013
Lamar State College-Port Arthur	29,105	19,563
<b>Totals</b>	<b>826,280</b>	<b>832,288</b>

Regent Garza noted that the following items will be voted on under the Consent Agenda:

- TSUS: Curriculum Changes
- TSUS: Out-Of-Country Study Programs

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

**VII. FINANCE AND AUDIT**

Regent Charlie Amato, Chair of the Finance and Audit Committee, presented the following agenda items:

**2014-86 LU: Dual Credit Tuition**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that Lamar University is authorized to standardize non-LEAP dual credit tuition charged for all courses beginning with the Fall 2014 semester.

**2014-87 LU: Non-Resident Graduate Tuition for Courses Offered via Distance Education**

Upon motion of Regent Amato, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that Lamar University is authorized to establish an e-tuition for online graduate Academic Partnership courses. These changes will be effective for courses beginning in the Fall Semester, 2014.

**2014-88 LU: Undergraduate e-Tuition for Nursing Courses Offered via Distance Education**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that Lamar University is authorized to increase the tuition for online undergraduate nursing courses offered through its Academic Partnerships Programs from \$235 to \$268 per credit hour, effective Spring, 2015.

**2014-89 TxSt: Transfer from University Camp Quasi-endowment Account**

Upon motion of Regent Amato, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that Texas State University is authorized to transfer funds from the University Camp Quasi-endowment, not to exceed \$30,000, to repair flood damage to University Camp.

**2014-90 TxSt: Investment Custody Services**

Upon motion of Regent Amato, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that the current Texas State University agreement for investment custody services with Trustmark National Bank ending June 16, 2014, be extended until such time as a system-wide investment custody services agreement and resolution are finalized.

**2014-91 LIT: Dual Credit Tuition**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that Lamar Institute of Technology is authorized to charge:

- 1) \$75 per semester credit hour for any dual credit course(s) offered on a high school campus and taught by a qualified high school instructor.
- 2) \$110 per semester credit hour and not more than the board approved tuition and fee rate for dual credit course(s) offered on a high school campus and taught by an LIT instructor and for any dual credit course taught on the college campus.

The Dual Credit Tuition will become effective September 1, 2014.

**2014-92 LIT: Diagnostic Sonography Fee**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that Lamar Institute of Technology is authorized to assess Diagnostic Sonography students \$80 annually to reimburse LIT for charges paid to Core Sound Imaging Inc.



**2014-93 LSC-O: Dual Credit Tuition**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that Lamar State College – Orange is authorized to charge tuition and fees for dual credit courses as follows:

A charge of \$75/semester credit hour for any dual credit course offered on a high school campus and taught by a high school instructor;

A charge of not less than \$110/semester credit hour and not more than the standard Board-approved tuition/fee rate to be applied to any dual credit course offered on a high school campus and taught by an LSC-O instructor and for any dual credit course taught on the college campus.

**2014-94 LSC-PA: Dual Credit Tuition**

Upon motion of Regent Amato, seconded by Regent Garza, with all Regents voting aye, it was ordered that Lamar State College–Port Arthur is authorized to charge tuition and fees for dual credit courses as follows:

A charge of \$75/semester credit hour for any dual credit course offered on a high school campus and taught by a high school instructor;

A charge of not less than \$110/semester credit hour and not more than the standard Board-approved tuition/fee rate to be applied to any dual credit course offered on a high school campus and taught by an LSC-PA instructor and for any dual credit course taught on the college campus.

Dr. Roland Smith, Vice Chancellor for Finance, made a presentation to the board regarding commercial paper.

**2014-95 TSUS: Consideration and action with respect to the “Eighteenth Supplemental Resolution to the Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto”**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that the “Eighteenth Supplemental Resolution to the Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto” is adopted.

**2014-96 TSUS: Consideration and action with respect to the “Nineteenth Supplemental Resolution to The Master Resolution Authorizing the Issuance, Sale, and Delivery of Board of Regents, Texas State University System Revenue Financing System Refunding Bonds, in One or More Series; and Approving and Authorizing Instruments and Procedures Relating Thereto”**

Upon motion of Regent Amato, seconded by Regent Scott, with all Regents voting aye, it was ordered that the “Nineteenth Supplemental Resolution to The Master Resolution

Authorizing the Issuance, Sale, and Delivery of Board of Regents, Texas State University System Revenue Financing System Refunding Bonds, in One or More Series; and Approving and Authorizing Instruments and Procedures Relating Thereto” is adopted.

Regent Amato noted that the following items will be voted on the Consent Agenda:

- TSUS: Operating Budget Adjustments
- TSUS: Statements of Budgeted Fund Balances
- TSUS: Quarterly Investment Report
- TSUS: Status of Implementation of Audit Recommendations

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

## **VIII. PLANNING AND CONSTRUCTION**

Regent Bill Scott, Chair of the Planning and Construction Committee, asked Mr. Peter Graves, Vice Chancellor for Contract Administration to present the following agenda items:

### **2014-97 SHSU: Delegation of Authority for the South Residential parking Lot & Associated Infrastructure Project**

Upon motion of Regent Scott, seconded by Regent Amato, with all Regents voting aye, it was ordered that:

1. The South Residential Parking Lot and Associated Infrastructure project at Sam Houston State University be identified in the Texas State University System Capital Improvements Program as a separate project; and
2. The Chancellor is authorized to review and approve the Design Development documents and total project cost (not to exceed \$4,350,000) for the South Residential Parking Lot & Associated Infrastructure Project, with the source of funds being auxiliary and unexpended funds.

### **2014-98 LSC-PA: Delegation of Authority for Development for Student Housing Project**

Upon motion of Regent Scott, seconded by Regent Montagne, with all Regents voting aye, it was ordered that:

1. The President of Lamar State College-Port Arthur is authorized to negotiate and assemble all necessary and appropriate documents (e.g., pre-development agreement, development agreement, ground lease, operating agreement) for construction of a student housing project on College land;
2. He timely secure review by and input from the appropriate vice chancellors and review and approval by the Chancellor: and,
3. He subsequently present such documents for Board of Regents’ consideration at a future regular or special called meeting.

**2014-99 TSUS: Capital Improvements Project (CIP)**

Upon motion of Regent Scott, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that the Capital Improvements Program for fiscal years 2015 through 2020 as presented to the Board is approved and adopted. The CIP can be found as an appendix to the meeting minutes.

Mr. Graves noted that consolidated reports were also included as appendices to the agenda.

**IX. RULES AND REGULATIONS**

Regent Rossanna Salazar, Chair of the Rules and Regulations Committee, asked Dr. Fernando Gomez, Vice Chancellor and General Counsel, to present the following agenda item:

**2014-100 TSUS: Approval of Rules and Regulations**

Upon motion of Regent Salazar, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that the attached, proposed revisions to the Texas State University System Rules and Regulations are approved. The change to 2.15 was withdrawn and not included in the motion or the approval. The rule changes can be found in the appendix to the meeting minutes.

**X. INFORMATION RESOURCES**

Chairman Williams gave a summary report to the Board outlining the TSUS system-wide procurement project, the TCC Consortium, the TSUS CIO Council, and the IT audit. Dr. Perry Moore, Vice Chancellor for Academic Affairs, presented the TSUS dashboard project. The following agenda item was presented and voted on:

**2014-101 TxSt: Approval of Network Services Agreement and Dark Fiber Indefeasible Rights of Use**

Upon motion of Chairman Williams, seconded by Regent Amato, with all Regents voting aye, it was ordered that Texas State University is authorized to enter into agreements with Consolidated Communications Enterprise Services, Inc. to provide Indefeasible Rights of Use access to their statewide fiber optic communications network.

**XI. RECESS**

At 5:04 p.m. CST, Chairman Williams recessed the meeting until the following morning.

## **XII. RECONVENE**

The Quarterly Board of Regents meeting of the Texas State University System was reconvened on Friday, May 23, 2014 at 10:29a.m. CST by Chairman of the Board Donna Williams. The meeting was held in the ballroom of the Lowman Student Center at Sam Houston State University. A quorum was present.

## **XIII. ATTENDANCE**

### **Present**

Chairman Donna Williams  
Vice Chair Ron Mitchell  
Regent Charlie Amato  
Regent Jaime Garza  
Regent David Montagne  
Regent Vernon Reaser  
Regent Rossanna Salazar  
Regent William Scott  
Student Regent Matthew Russell

### **Absent**

Regent Kevin Lilly

### **Also Present**

Chancellor Brian McCall, Ph.D.; President Dana Gibson, SHSU; Interim President Quint Thurman, SRSU; President Denise M. Trauth, TxSt; President Ken Evans, LU; President Paul J. Szuch, LIT; President J. Michael Shahan, LSC-O; President Sam Monroe, LSC-PA

## **XIV. STUDENT ADVISORY BOARD (SAB) REPORT**

Chairman Williams asked each president to introduce his or her respective students to the Board. The SAB Chairman reported to the Board. The SAB report included a welcome and a written report distributed to the Regents outlining items of importance to the students including the promotion of gender equality, cyber bullying, online examination procedures, and community outreach.

## **XV. GOVERNMENTAL RELATIONS**

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

## **XVI. CONTRACTS**

Chairman Williams asked Dr. Fernando Gomez, Vice Chancellor and General Counsel, to present the items on the contracts agenda.

### **2014-102 TxSt: Research and Development Contract with Jacobs Engineering**

Upon motion of Chairman Williams, seconded by Regent Amato, with all Regents voting aye, it was ordered the contract between Texas State University and Jacobs Engineering is approved for the period of the contract which is not to exceed nine years.

A copy of the contract follows in the appendix section.

The remaining contracts item was passed under the consent agenda and can be found following the minutes:

**SRSU: Amendment to ARAMARK Dining Services Contract**

The attached amendment to the May 18, 2013 Amended and Restated Food Services Management Agreement between Sul Ross State University and ARAMARK - necessary to incorporate an additional 2014 capital investment by ARAMARK into the contract is approved.

**XVII. MISCELLANEOUS**

Chairman Williams asked for motions regarding the miscellaneous items from the Board members. Presidents were asked to explain their items to the Regents as needed.

**2014-103 LU: Naming of Building B of the John Gray Center**

Upon motion of Chairman Williams, seconded by Regent Montagne, with all Regents voting aye, it was ordered that the System Chancellor and the Lamar University President are authorized to receive and announce a gift to Lamar University from Rudy Williams for student scholarships and academic enhancement. In appreciation of this most generous gift to the University, its students and its faculty, Building B of the John Gray Center complex shall be named the Rudy Williams building.

**2014-104 SHSU: Project Name Change**

Upon motion of Chairman Williams, seconded by Regent Amato, with all Regents voting aye, it was ordered that the Sam Houston State University project, currently referred to in the TSUS Capital Improvements Program as the Fred Pirkle Technology Center, be named the Fred Pirkle Engineering Technology Center.

Chairman Williams noted that the following items were passed under the Consent Agenda:

- TSUS: Gifts
- TSUS: Holiday Schedules

These items can be found immediately following the meeting minutes.

**XVIII. PERSONNEL**

Chairman Williams asked for motions regarding the miscellaneous items from the Board members.

**2014-105 TSUS: Delegation of Authority to Implement FY 2015 Compensation Adjustment for the Chancellor**

Upon motion of Vice Chair Mitchell, seconded by Regent Amato, with all Regents voting aye, it was ordered that the Chair is authorized to finalize FY 2015 compensation negotiations with the Chancellor and to communicate the same to the Vice Chancellor for Finance for implementation into the Budget.

**2014-106 TSUS: Delegation of Authority to Implement FY 2015 Compensation Adjustment for the Director of Audits and Analysis**

Upon motion of Chairman Williams, seconded by Regent Garza, with all Regents voting aye, it was ordered that the Chair of the Finance and Audit Committee is authorized to

finalize FY 2015 compensation negotiations with the Director of Audits and Analysis, and to communicate the same to the Vice Chancellor for Finance for implementation into the Budget.

Chairman Williams noted that the following item was passed under the Consent Agenda:

- TSUS: Personnel Actions

This item can be found immediately following the meeting minutes.

**XIX. TSUS FOUNDATION UPDATE**

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

**XX. CAMPUS UPDATE: Sam Houston State University**

Sam Houston State University presented an update and video regarding the university to the Board.

**XXI. PRESENTATION OF RESOLUTION TO DR. SAM MONROE, LSC-PA**

Chancellor Brian McCall presented a previously adopted resolution to President Sam Monroe, Lamar State College-Port Arthur.

**XXII. CONSENT AGENDA**

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

**2014-107 Approval of Consent Agenda**

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

**XXIII. GENERAL MOTIONS**

Chairman Williams noted that one general motion remained.

**2014-108 Approval of Future Board Meetings**

Upon motion of Chairman Williams, seconded by Vice Chair Mitchell, with all Regents voting aye, it was ordered that the future quarterly Board meetings be scheduled as follows:

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

**XXIV. PUBLIC COMMENTS**

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

**XXV. ADJOURNMENT**

Upon motion of Chairman Williams, seconded by Vice Chair Mitchell, with all regents voting aye, the meeting was adjourned at 12:20 p.m. CST.

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

**CONSENT/ APPENDIX**



## CONSENT – Academic Affairs

## TSUS: Course Additions, Deletions and Changes

### Recommendation

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

<b>COMPONENT</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES</b>
Lamar University	60	8	10
Sul Ross State University	11	5	1
Sul Ross State University-RGC	2	0	0
Texas State University	11	0	221
Lamar Institute of Technology	13	25	10
Lamar State College-Port Arthur	0	21	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  
May 2014

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
<b>COLLEGE OF ARTS AND SCIENCES</b>				
Computer Science	3	0	0	3
English and Modern Languages	16	0	0	16
History	5	0	0	5
Psychology	3	2	0	1
Sociology, Social Work, & Criminal Justice	1	1	0	0
<b>COLLEGE OF BUSINESS</b>				
Construction Management	8	0	0	8
<b>COLLEGE OF EDUCATION</b>				
Family and Consumer Sciences	8	0	3	8
Health and Kinesiology	6	0	2	6
Professional Pedagogy	3	3	5	0
<b>COLLEGE OF ENGINEERING</b>				
Civil Engineering	2	0	0	2
Electrical Engineering	1	0	0	1
<b>COLLEGE OF FINE ARTS AND COMMUNICATION</b>				
Art	3	2	0	1
Music	1	0	0	1
<b>TOTAL</b>	<b>60</b>	<b>8</b>	<b>10</b>	<b>52</b>

**COLLEGE OF ARTS AND SCIENCES**

***Computer Science***

**ADDITIONS**

COSC 1174 Fundamentals of Computing II Lab  
COSC 2375 Discrete Structures  
COSC 4272 Senior Assessment

***English and Modern Languages***

**ADDITIONS**

CHIN 1311 Beginning Chinese I  
CHIN 1312 Beginning Chinese II  
RUSS 1311 Beginning Russian I  
RUSS 1312 Beginning Russian II  
RUSS 2311 Intermediate Russian I

RUSS	2312	Intermediate Russian II
SPAN	5300	Critical Approaches to Literature
SPAN	5310	Hispanic Film Studies
SPAN	5320	Sintaxis Del Español
SPAN	5330	Literatura Española
SPAN	5340	Cultura Española
SPAN	5350	Teaching of Foreign Languages: Teaching Heritage Speaker
SPAN	5360	Studies in Latin American Literature
SPAN	5370	Studies in Latin American Culture
SPAN	5380	Studies of Hispanic Literatures in the US
SPAN	5390	Special Topics in Teaching

### ***History***

#### **ADDITIONS**

HIST	4359	Society and War: The United States
HIST	5321	Sport in Modern America
HIST	5349	19 <sup>th</sup> Century Europe
HIST	5350	20 <sup>th</sup> Century Europe
HIST	5359	Society and War: The United States

### ***Psychology***

#### **ADDITIONS**

PSYC	3301	Advanced Statistics
PSYC	3302	Methods in Psychology
PSYC	4330	Experimental Psychology

#### **DELETIONS**

PSYC	3420	Methods in Psychology
PSYC	4430	Experimental Psychology

### ***Sociology, Social Work, & Criminal Justice***

#### **ADDITION**

SOCI	4365	Chinese Society
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#### **DELETION**

SOCI	4110	Proseminar in Sociology
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## **COLLEGE OF BUSINESS**

### ***Construction Management***

#### **ADDITIONS**

CMGT	2420	Construction Graphics Communication
CMGT	3340	Industrial and Mechanical Construction
CMGT	3350	Electrical Systems
CMGT	3360	Structural Behavior II
CMGT	3370	Construction Safety Management
CMGT	4199	Special Topics in Construction Management
CMGT	4299	Special Topics in Construction Management
CMGT	4399	Special Topics in Construction Management

## **COLLEGE OF EDUCATION**

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

#### **ADDITIONS**

FCSC 2314 Hospitality Financial Basics  
FCSC 3315 Restaurant Applications  
FCSC 3328 Community Nutrition  
FCSC 3333 Human Resources in Hospitality  
FCSC 5302 Intimate Partner Relationships  
FCSC 5336 Contemporary Issues in Family Life  
FCSC 5343 Administration of Programs for Families  
FCSC 5345 Non-Traditional Family Structures

#### **CHANGES**

FCSC 1315 Food Preparation/Meal Management  
TO  
FCSC 1315 Introduction to Basic Foods  
  
FCSC 3317 Front Office Management  
TO  
FCSC 3317 Hotel Front Office Management  
  
FCSC 3370 Fashion Promotion and Advertising  
TO  
FCSC 3370 Fashion Promotion and Visual Merchandising

### ***Health and Kinesiology***

#### **ADDITIONS**

HLTH 4342 Workplace Health Promotion  
KINT 3345 Research Methods  
KINT 3363 Neuromuscular Physiology  
KINT 4315 Electrocardiography  
KINT 4323 Practicum in Exercise Science  
KINT 4342 Metabolic Effects of Sport & Exercise

#### **CHANGES**

KINT 3310 Instructional Strategies  
TO  
KINT 3310 Wellness Strategies  
  
KINT 3315 Mechanical Principals  
TO  
KINT 3315 Biomechanics

### ***Professional Pedagogy***

#### **ADDITIONS**

PEDG 2331 Technology in Education  
PEDG 3300 Human Development and Learning  
PEDG 3352 Science Methods for Teachers

#### **DELETIONS**

PEDG 3310 Child and Adolescent Development  
PEDG 3320 Human Learning: Educational Application and Assessments  
READ 3330 Language Arts Content in Early Childhood and Elementary Schools

**CHANGES**

EACH 4303 Instructional Strategies for Early Childhood  
TO  
EACH 4303 Introduction to Early Childhood

EACH 4305 Research of Early Childhood Curriculum Content  
TO  
EACH 4305 Organizing and Managing the Early Childhood Classroom

PEDG 3350 Mathematics/Science Methods for Elementary Teachers  
TO  
PEDG 3350 Mathematics Methods for Teachers

PEDG 3351 Language Arts and Social Studies Methods for Elementary School Teachers  
TO  
PEDG 3351 Social Studies Teaching Strategies

READ 3390 Literacy Development and Reading Instruction in the Elementary School  
TO  
READ 3390 Reading and Language Arts Instruction

**COLLEGE OF ENGINEERING*****Civil Engineering*****ADDITIONS**

CVEN 4312 Civil Engineering System Design Project (I)  
CVEN 4313 Civil Engineering System Design Project (II)

***Electrical Engineering*****ADDITION**

ELEN 4200 Electrical Engineering Seminar

**COLLEGE OF FINE ARTS AND COMMUNICATION*****Art*****ADDITIONS**

ARTS 3324 Drawing IV  
ARTS 3379 Photography II  
ARTS 4385 Sculpture IV

**DELETIONS**

ARTS 2324 Drawing IV  
ARTS 2379 Advanced Photo Technique

***Music*****ADDITION**

MUSI 1310 History of Rock and Roll

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>****COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE MANAGEMENT****</u>				
<u>Department:</u>				
Animal Science	1	0	0	1
Subtotal	1	0	0	1
<u>****COLLEGE OF ARTS AND SCIENCES****</u>				
<u>Department:</u>				
Biology, Geology, and Physical Sciences	1	-1	0	0
Computer Science and Mathematics	5	-2	1	3
Fine Arts and Communication	3	-1	0	2
Subtotal	9	-4	1	5
<u>****COLLEGE OF PROFESSIONAL STUDIES****</u>				
<u>Department:</u>				
Education	1	-1	0	0
Subtotal	1	-1	0	0
 TOTAL	 11	 -5	 1	 6

\*\*\*\*RIO GRANDE COLLEGE\*\*\*\*

\*\*\*\*DEPARTMENT OF HUMANITIES\*\*\*\*

Program:

Political Science	1	0	0	1
Subtotal	1	0	0	1

\*\*\*\*DEPARTMENT OF NATURAL AND BEHAVIORAL SCIENCES\*\*\*\*

Program:

Biology	1	0	0	1
Subtotal	1	0	0	1

TOTAL	2	0	0	2
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**COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE SCIENCES**

**Department of Animal Science**

ADDITIONS

ANSC 3321 Curriculum Planning in Agricultural Education

**COLLEGE OF ARTS AND SCIENCES**

**Department of Biology, Geology, and Physical Sciences**

ADDITIONS

BIOL 2405 Plants and People

DELETIONS

BIOL 2401 Plants and People

**Department of Computer Science and Mathematics**

ADDITIONS

CSAT 1320 Acting for Animation  
CSAT 2112 Animation Programming  
CSAT 2313 Introduction to 3-D Design  
CSAT 3342 Advanced Audio Production  
CSAT 3370 Game Producing



DELETIONS

CSAT 3360 Non-narrative Design  
CSAT 3330 Introduction to Animation

CHANGE

CSAT 2312 3-D Design  
TO  
CSAT 2312 Introduction to Animation

**Department of Fine Arts and Communication**

ADDITIONS

COMM4315 Public Relations Campaigns  
THEA 3303 Repertory Theatre  
THEA 3307 Musical Comedy Workshop

DELETIONS

MUS 1117 Individual Studies

**COLLEGE OF PROFESSIONAL STUDIES**

**Department of Education**

ADDITIONS

ED 3312 Fine Arts in the Classroom

DELETIONS

ED 7306 School Finance

**RIO GRANDE COLLEGE**

**Department of Humanities**

ADDITIONS

POLS 3304 Integrated Social Sciences

**Department of Natural and Behavioral Sciences**

ADDITIONS

BIO 4305 Special Topics

**Texas State University  
Curriculum Changes – Fall 2014**

COLLEGE/ACADEMIC UNIT	ADDITIONS	DELETIONS	CHANGES	NET ADDITIONS/ DELETIONS
<u>COLLEGE OF APPLIED ARTS</u>				
Agriculture	0	0	7	0
Family and Consumer Sciences	0	0	9	0
<u>McCOY COLLEGE OF BUSINESS ADMINISTRATION</u>				
Accounting	0	0	3	0
Department of Computer Information Systems and Quantitative Methods	0	0	7	0
Management	0	0	2	0
<u>COLLEGE OF EDUCATION</u>				
Counseling, Leadership, Adult Education and School Psychology	0	0	6	0
Curriculum and Instruction	0	0	7	0
Health and Human Performance	0	0	1	0
<u>COLLEGE OF FINE ARTS &amp; COMMUNICATION</u>				
Art and Design	0	0	28	0
Journalism and Mass Communication	0	0	7	0
Music	0	0	58	0
Theatre and Dance	0	0	10	0
<u>COLLEGE OF HEALTH PROFESSIONS</u>				
Communication Disorders	1	0	0	1
Health Administration	0	0	2	0
Nursing	0	0	6	0
Physical Therapy	0	0	5	0
<u>COLLEGE OF LIBERAL ARTS</u>				
Multicultural/Gender Studies	1	0	0	1
Anthropology	0	0	3	0
English	0	0	1	0
Geography	0	0	1	0
Modern Languages	0	0	1	0
Psychology	0	0	11	0
Sociology	9	0	0	9
<u>COLLEGE OF SCIENCE AND ENGINEERING</u>				
Biology	0	0	4	0
Chemistry and Biochemistry	0	0	3	0
Engineering	0	0	5	0
Engineering Technology	0	0	29	0
Physics	0	0	5	0
<b>TOTAL</b>	<b>11</b>	<b>0</b>	<b>221</b>	<b>11</b>

## COLLEGE OF APPLIED ARTS

Department of Agriculture

CHANGES:

AG 1110 Careers in Agriculture  
AG 3353 Agricultural Structures and Environment  
AG 3426 Soil Science I  
AG 4302 Fruit and Vegetable Crop Production  
AG 4310 Agricultural Internship  
AG 4328 Advanced Animal Science-Poultry and Swine  
AG 4371B Agricultural Irrigation Technology

School of Family and Consumer Sciences

CHANGES:

ID 2325 Materials and Sources  
ID 3323 Studio II: Commercial Design Studio  
ID 4323 Studio III: Research and Advanced Design  
NUTR 3363 Nutrition for Wellness and Fitness  
NUTR 3367 Nutrition and Physiology  
NUTR 4360 Medical Nutrition Therapy  
NUTR 4361 Biochemical Nutrition  
NUTR 4362 Nutrition and Genetics  
NUTR 4365 Nutrition in the Lifespan

## MCCOY COLLEGE OF BUSINESS ADMINISTRATION

Department of Accounting

CHANGES:

ACC 3314 Intermediate Accounting II  
ACC 3363 Governmental Accounting  
ACC 3385 Accounting Systems

Department of Computer Information Systems and Quantitative Methods

CHANGES:

CIS 1323 Introduction to Microcomputer Applications  
CIS 3380 Enterprise Information Technology and Business Intelligence  
CIS 3390 Project Management for Business Professionals  
CIS 4348 Fundamentals of Data Communications  
CIS 4373 Special Topics in Computer Information Systems  
CIS 5356 Business Telecommunications  
CIS 5360 E-Commerce: Strategies, Technologies, and Applications

Department of Management

CHANGES:

MGT 4371 Course Title: Business, Government, and Society  
MGT 4330 Course Title: Operations Management

## COLLEGE OF EDUCATION

Department of Counseling, Leadership, Adult Education and School Psychology

CHANGES:

ED 7313 Advanced Studies in Adult Learning and Development  
ED 7321 Historical and Philosophical Foundations and Contemporary Issues in Adult Education  
ED 7341 Dissertation Proposal Development  
ED 7353 Intermediate Quantitative Research Design and Analysis  
ED 7354 Intermediate Qualitative Design and Analysis  
ED 7359 Seminar in Quantitative Research

Department of Curriculum and Instruction

CHANGES:

CI 5306 Evaluative Techniques for the Classroom Teacher  
CI 5311 Practicum in Talent Development  
CI 5324 Systems for Advanced Academics and Talent Development  
CI 5359 Curriculum for Depth and Challenge  
CI 5363 Strategies for Improving Secondary Teaching  
CI 5368 The Politics and Creativity of Being and Becoming  
CI 5389 Action Research for Practitioners

Department of Health and Human Performance

CHANGE:

AT 4360 Internship in Clinical Settings

COLLEGE OF FINE ART AND COMMUNICATIONS

School of Art and Design

CHANGES:

ARTC 5310 Art Direction  
ARTC 5320 Web Design  
ARTC 5330 Typography  
ARTC 5331 Corporate Identity Systems  
ARTC 5332 Corporate Marketing Materials  
ARTC 5333 Experimental Book  
ARTC 5340 Contemporary Issues and Criticism  
ARTC 5341 Modernism and Design  
ARTC 5342 Postmodernism and Typography  
ARTC 5343 Communication Design Seminar  
ARTC 5350 Special Problems  
ARTH 4311 Italian Art  
ARTH 4321 Topics in Art History  
ARTH 4324 Art History Thesis II  
ARTS 2321 Drawing I  
ARTS 2351 Painting I  
ARTS 2371 Printmaking  
ARTS 3312 Ceramics II  
ARTS 3332 Fibers II  
ARTS 3342 Metals II  
ARTS 3382 Sculpture II  
ARTS 4317 Ceramics VII Thesis II  
ARTS 4327 Drawing VII Thesis II  
ARTS 4347 Metals VII Thesis II  
ARTS 4357 Painting VII Thesis II  
ARTS 4367 Photography Thesis II  
ARTS 4377 Printmaking VII Thesis II  
ARTS 4387 Sculpture VII Thesis II

School of Journalism and Mass Communication

CHANGES:

MC 4307 Advertising Campaigns  
MC 4313 Writing for Public Relations  
MC 4381 Fundamentals of Digital and Online Media  
MC 5301 Mass Media and Society  
MC 5314 Strategies in Media Management  
MC 5316 Digital Media Issues  
MC 5327 Visual Communication

School of Music

CHANGES:

MU 1210 Aural Learning I  
MU 1211 Music Theory I  
MU 2142 Diction in Singing II  
MU 3207 Fundamentals of Conducting  
MU 3208 Choral Conducting I  
MU 3227 Choral Conducting  
MU 3241 Instrumental Performance Literature  
MU 3242 Choral Performance Literature  
MU 3318 World Musics  
MU 3340 Current Trends in Music  
MU 5192 Graduate Recital  
MU 5353 Ensemble Rehearsal Techniques  
MUSE 3105 VocaLibre  
MUSE 3180 Mysterium  
MUSE 3190 Guitar Ensemble  
MUSP 1180 Intro to Composition  
MUSP 2125 Voice Non-Major  
MUSP 2135 Keyboard Non-Major  
MUSP 2145 Woodwind Non-Major  
MUSP 2155 Brass Non-Major  
MUSP 2165 String Non-Major  
MUSP 2175 Percussion Non-Major  
MUSP 2185 Composition Non-Major  
MUSP 2225 Voice Non-Major  
MUSP 2235 Keyboard Non-Major  
MUSP 2245 Woodwind Non-Major  
MUSP 2255 Brass Non-Major  
MUSP 2265 String Non-Major  
MUSP 2285 Composition Non-Major  
MUSP 3131 Jazz Piano Techniques I  
MUSP 3132 Jazz Piano Techniques II  
MUSP 3145 Woodwind Techniques I  
MUSP 3147 Woodwind Techniques II  
MUSP 3155 Brass Techniques  
MUSP 3157 Brass Techniques II  
MUSP 3197 Choral-Vocal Techniques  
MUSP 5101 Graduate Recital  
MUSP 5127 Applied Conducting  
MUSP 5130 Applied Keyboard  
MUSP 5140 Applied Woodwind  
MUSP 5150 Applied Brass  
MUSP 5160 Applied String  
MUSP 5170 Applied Percussion  
MUSP 5220 Applied Voice  
MUSP 5227 Applied Conducting  
MUSP 5230 Applied Keyboard  
MUSP 5240 Applied Woodwind  
MUSP 5250 Applied Brass  
MUSP 5260 Applied String  
MUSP 5270 Applied Percussion  
MUSP 5320 Applied Voice  
MUSP 5327 Applied Conducting  
MUSP 5330 Applied Keyboard  
MUSP 5337 Advanced Conducting

MUSP 5340 Applied Woodwind  
MUSP 5350 Applied Brass  
MUSP 5360 Applied String  
MUSP 5370 Applied Percussion

Department of Theatre and Dance

CHANGES:

DAN 3365 Rhythmic Structure of Movement  
DAN 3370 Dance Composition III  
DAN 4367 Advanced Composition: Theory and Practice  
DAN 4470 BFA Senior Concert  
TH 3120 Musical Theatre Singing Technique  
TH 3220 Musical Theatre Singing Technique  
TH 3310 Intermediate Voice  
TH 3350 Technical Production  
TH 3364 Acting Realism  
TH 3365 Acting Styles

COLLEGE OF HEALTH PROFESSIONS

Department of Communication Disorders:

ADDITION:

CDIS 5380 Communication and Aging

School of Health Administration

CHANGES:

HA 5640 Administrative Practicum  
HA 5840 Administrative Internship

St. David's School of Nursing

CHANGES:

NURS 5303 Advanced Pharmacotherapeutics  
NURS 5310 Adult/Gerontology Primary Care Practicum  
NURS 5350 Integrative Family Primary Care Practicum  
NURS 5351 Theoretical Foundations of Advanced Integrative Nursing  
NURS 5410 Adult/Gerontology Primary Care  
NURS 5450 Integrative Family Primary Care

Department of Physical Therapy

CHANGES:

PT 7167 Research III in Physical Therapy  
PT 7177 Research IV in Physical Therapy  
PT 7187 Research V in Physical Therapy  
PT 7197 Research VI in Physical Therapy  
PT 7462 Patient Care Skills II

COLLEGE OF LIBERAL ARTS

Multicultural/Gender Studies

ADDITION:

DVST 5320 Global Issues in Diversity

Department of Anthropology

CHANGES:

ANTH 3318 Texas Archaeology  
ANTH 3347 Archaeology of North America  
ANTH 4303 Human Speech Sounds

Department of English  
CHANGE:  
ENG 3301 Critical Theory and Practice for English Majors

Department of Geography  
CHANGE:  
GEO 3321 Energy Resource Management

Department of Modern Languages  
CHANGE:  
FR 4304 Topics in French Literature and Culture

Department of Psychology  
CHANGES:  
PSY 2301 Introduction to Statistics  
PSY 3312 Adolescent Psychology  
PSY 3321 Sensation and Perception  
PSY 5198 Research Seminar  
PSY 5310 Advanced Abnormal Psychology  
PSY 5311 Univariate and Bivariate Statistics  
PSY 5318 Assessment in Psychology  
PSY 5321 Multivariate Statistics  
PSY 5326 Health Psychology Assessment II (Neuropsychology)  
PSY 5391 Research Methods and Experimental Design  
PSY 5398 Internship in Psychology

Department of Sociology  
ADDITIONS:  
SOC 5318 Seminar in Advanced Data Applications  
SOC 5364 Gender and Aging in Society  
SOC 5365 Aging and Dementia: Racial and Ethnic Minorities  
SOC 5366 Rural Aging and Dementia  
SOC 5380 Introduction to Dementia Studies  
SOC 5381 Dementia and Caregiving  
SOC 5382 The Social Psychology of Dementia  
SOC 5384 Theoretical Perspectives of Aging and Dementia  
SOC 5385 End of Life Care

#### COLLEGE OF SCIENCE AND ENGINEERING

Department of Biology  
CHANGES:  
BIO 2440 Principles of Microbiology  
BIO 4425 Biometry  
GS 3310 General Science  
GS 3320 General Science

Department of Chemistry and Biochemistry  
CHANGES:  
CHEM 3275 Biochemical Techniques  
CHEM 3330 Physical Chemistry I  
CHEM 3375 Principles of Biochemistry

Ingram School of Engineering

CHANGES:

EE 3355 Solid State Devices  
EE 4378 Data Compression and Error Control Coding  
EE 4390 Electrical Engineering Design I  
ENGR 2300 Materials Engineering  
MFGE 4363 Concurrent Process Engineering

Department of Engineering Technology

CHANGES:

CIM 4310 Senior Concrete Lab  
CIM 4398 Capstone  
CSM 2342 Construction Materials and Processes  
CSM 3360 Structural Analysis  
CSM 3366 Soils and Foundations  
TECH 1393 Manufacturing Processes II  
TECH 3345 Principles of Lean Systems  
TECH 3357 Facilities Planning and Design  
TECH 3364 Quality Assurance  
TECH 4380 Industrial Safety  
TECH 4395 Automated Manufacturing Systems  
TECH 4397 Special Problems  
TECH 5195 Industrial Internship  
TECH 5199B Thesis  
TECH 5299B Thesis  
TECH 5315 Engineering Economic Analysis  
TECH 5364 Statistical Applications in Manufacturing Process Control  
TECH 5365 Industrial Project Management  
TECH 5382 Sustainability in Industrial  
TECH 5384 Problems in Technology  
TECH 5385 Readings in Technology  
TECH 5387 Planning Advanced Technology  
TECH 5390 Research in Technology  
TECH 5394 Design of Industrial Experiments  
TECH 5398 Directed Project  
TECH 5399A Thesis  
TECH 5399B Thesis  
TECH 5599B Thesis  
TECH 5999B Thesis

Department of Physics

CHANGES:

PHYS 1430 Mechanics  
PHYS 3210 Physics Cognition and Pedagogy  
PHYS 4310 Electromagnetic Field Theory I  
PHYS 5313 Mathematical Methods of Physics  
PHYS 5320 Solid State Physics



**Lamar Institute of Technology  
May 2014**

<b>COLLEGE/ Academic Unit</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE</b>	<b>NET ADDITIONS/ DELETIONS</b>
<b>ALLIED HEALTH &amp; SCIENCE</b>				
Child Care and Development	1	4		3
Respiratory Care	1	1		0
Occupational Safety and Health	1	3		2
<b>BUSINESS TECHNOLOGIES</b>				
Software Applications	1	1		0
Web Design	1	2		1
Computer Networking & Troubleshooting	0	2		2
<b>PUBLIC SERVICE &amp; SAFETY</b>				
Emergency Medical Technician AAS	1	2	5	1
Emergency Medical Technician Cert	4	7	5	3
<b>TECHNOLOGY</b>				
Industrial Mechanics	2	2		0
Residential and Commercial Construction	1	1		0
<b>TOTAL</b>	<b>13</b>	<b>25</b>	<b>10</b>	<b>12</b>

**ALLIED HEALTH AND SCIENCES DEPARTMENT**

**Child Care and Development A.A.S. (Effective Fall 2014)**

**DELETIONS**

CDEC 1458	Creative Arts for Early Childhood	4:3:2
CDEC 1456	Emergent Literacy	4:3:2
CDEC 2307	Math and Science for Early Childhood	3:3:0
CDEC 2388	Internship	3:0:9

**ADDITIONS**

CDEC 1358	Creative Arts for Early Childhood	3:2:2
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**Respiratory Care A.A.S. (Effective Fall 2014)**

**DELETIONS**

RSPT 2314	Mechanical Ventilation	3:2:3
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**ADDITIONS**

RSPT 2414	Mechanical Ventilation	4:3:4
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### **Occupational Safety and Health A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

SPCH	1315	Public Speaking	3:3:0
FIRT	1347	Industrial Fire Protection	3:3:0
ENGL	2311	Technical and Business Writing	3:3:0

#### **ADDITIONS**

OSHT	1191	Special Topics in Occupational Safety and Health	1:1:0
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### **BUSINESS TECHNOLOGIES DEPARTMENT**

#### **Software Applications A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

ITSC	2386	Internship	3:0:9
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#### **ADDITIONS**

ITSC	2286	Internship	2:0:9
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#### **Web Design A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

ENGL	1302	Composition II	3:3:0
ITSC	2386	Internship	3:0:9

#### **ADDITIONS**

ITSC	2286	Internship	2:0:9
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#### **Computer Networking and Troubleshooting A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

ENGL	2311	Technical and Business Writing	3:3:0
ITMT	2303	Administer MS SQL Server Database	3:2:4

### **PUBLIC SERVICE AND SAFETY DEPARTMENT**

#### **Emergency Medical Technician A.A.S. (Effective Fall 2014)**

#### **DELETIONS**

EMSP	1360	Clinic	3:0:9
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#### **ADDITIONS**

EMSP	2361	Clinic	2:0:16
EMSP	2434	Medical Emergencies	4:3:2

#### **CHANGES**

##### **From**

EMSP	1501	EMT Basic	5:4:4
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##### **To**

EMSP	1501	EMT Basic	5:3:8
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##### **From**

EMSP	1338	Introduction to Advanced Practice	3:3:1
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<b>To</b>			
EMSP	1338	Introduction to Advanced Practice	3:2:2
<b>From</b>			
EMSP	2338	EMS Operations	3:3:0
<b>To</b>			
EMSP	2338	EMS Operations	3:2:2
<b>From</b>			
EMSP	2348	Emergency Pharmacology	3:3:0
<b>To</b>			
EMSP	2348	Emergency Pharmacology	3:2:2
<b>From</b>			
EMSP	2260	Clinic	2:0:9
<b>To</b>			
EMSP	2260	Clinic	2:0:12

### Emergency Medical Technician Certificate (Fall 2014)

#### DELETIONS

EMSP	1360	Clinic	3:0:9
EMSP	2430	Special Populations	4:3:2
EMSP	2135	Advanced Cardiac Life Support	1:1:0
EMSP	1149	Pre-Hospital Trauma Life Support	1:1:0
EMSP	1147	Pediatric Advanced Life Support	1:1:0
EMSP	2261	Clinical	2:0:7
EMSP	2262	Clinical	2:0:12

#### ADDITIONS

EMSP	2260	Clinic	2:0:12
EMSP	2330	Special Populations	3:2:2
EMSP	2237	Emergency Procedures	2:1:2
EMSP	2243	Assessment Based Management	2:1:2

#### CHANGES

<b>From</b>			
EMSP	1501	EMT Basic	5:4:4
<b>To</b>			
EMSP	1501	EMT Basic	5:3:8
<b>From</b>			
EMSP	1338	Intro to Advanced Practice	3:3:1
<b>To</b>			
EMSP	1338	Intro to Advanced Practice	3:2:2
<b>From</b>			
EMSP	2338	EMS Operations	3:3:0
<b>To</b>			
EMSP	2338	EMS Operations	3:2:2
<b>From</b>			
EMSP	2348	Emergency Pharmacology	3:3:0
<b>To</b>			
EMSP	2348	Emergency Pharmacology	3:2:2
<b>From</b>			
EMSP	2260	Clinic	2:0:16
<b>To</b>			
EMSP	2261	Clinic	2:0:16

## **TECHNOLOGY DEPARTMENT**

### **Industrial Mechanics A.A.S. and Certificate (Effective June 2014)**

#### **DELETIONS**

DEMR 1406	Diesel Engine I	4:3:4
DEMR 1301	Shop Safety and Procedures	3:3:0

#### **ADDITIONS**

DEMR 1306	Diesel Engine I	3:3:0
DEMR 1401	Shop Safety and Procedures	4:3:4

### **Residential and Commercial Construction (Effective June 2014)**

#### **DELETE**

OSHT 1309	Physical Hazards Control	3:2:2
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#### **ADD**

OSHT 1209	Physical Hazards Control	2:2:1
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**Lamar State College-Port Arthur**

<b>COLLEGE/ Academic Unit</b>	<b>COURSE ADDITIONS</b>	<b>COURSE DELETIONS</b>	<b>COURSE CHANGES: PREFIX, HRS, NUMBER AND/OR TITLE</b>	<b>NET ADDITIONS/ DELETIONS</b>
<b>ACADEMIC</b>				
Developmental Education Department	0	2		-2
<b>TECHNICAL</b>				
Allied Health Department	0	1		-1
Business & Technology Department	0	10		-10
Commercial Music Department	0	8		-8
<b>TOTAL</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>-21</b>

**DIVISION OF ACADEMIC STUDIES**

**Developmental Education Department**

**ADDITIONS**

None

**DELETIONS**

ESL 0310 Developmental ESL Writing I  
 ESL 0317 Developmental ESL Writing II

**CHANGES**

None

**DIVISION OF TECHNICAL STUDIES**

**Allied Health Department**

**ADDITIONS**

None

**DELETIONS**

SRGT 1305 Medical Terminology

**CHANGES**

None

**Business & Technology Department**

**ADDITIONS**

None

**DELETIONS**

CPMT 2349 Advanced Computer Networking Technology  
 ITCC 1310 Cisco Discovery 1: Networking for Home & Small Businesses

ITCC	1311	Cisco Discovery 2: Working at a Small-to-Medium Business or ISP
ITCC	1312	Cisco Discovery 3: Introducing Routing & Switching in the Enterprise
ITCC	1313	Discovery: Designing and Supporting Computer Networks
ITNW	1308	Implementing & Supporting Client Operating Systems
ITNW	1353	Supporting Network Server Infrastructure
ITNW	1354	Implementing & Supporting Servers
ITSC	1371	Introduction to Computers for On-Line Students
ITSY	2300	Operating System Security

**CHANGES**

None

**Commercial Music Department**

**ADDITIONS**

None

**DELETIONS**

MUSC	1330	Computer Music Notation I
MUSC	1400	Sound System Design and Installation
MUSC	2402	Sound Systems Tech
MUSC	2403	Live Sound II
MUSP	1212	Introductory Group Guitar
RTVB	1329	Scriptwriting
RTVB	1347	Audio/Radio Production II
RTVB	2331	Audio/Radio Production III

**CHANGES**

None

## **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 are 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

Location: London, England  
Course Number and Title: HLTH-4301.01 Global Health I: Foundation Concepts of Successful Health  
Dates of Travel: June 25-July 4, 2014  
Instructor: Dr. Barbara Hernandez, Professor of Health and Kinesiology  
Credit for Course: 3 Semester Credit Hours

Location: London, England  
Course Number and Title: HLTH-4301.02 Global Health II: Foundation Concepts of Successful Health  
Dates of Travel: June 25-July 4, 2014  
Instructor: Dr. Barbara Hernandez, Professor of Health and Kinesiology  
Credit for Course: 3 Semester Credit Hours

Location: London, England  
Course Number and Title: HLTH-5300.01 Global Health I: Health Education  
Dates of Travel: June 25-July 4, 2014  
Instructor: Dr. Barbara Hernandez, Professor of Health and Kinesiology  
Credit for Course: 3 Semester Credit Hours

Location: London, England  
Course Number and Title: HLTH-5300.02 Global Health II: Health Education  
Dates of Travel: June 25-July 4, 2014  
Instructor: Dr. Barbara Hernandez, Professor of Health and Kinesiology  
Credit for Course: 3 Semester Credit Hours

Location: Amman, Jordan  
Course Number and Title: CNDV-5382 Special Topics: Cross Cultural Counseling, Law, and Ethics  
Dates of Travel: June 3-June, 2014  
Instructor: Dr. Mohammad Hamza, Professor of Counseling and Special Populations  
Credit for Course: 3 Semester Credit Hours



CONSENT – Finance and Audit

## TSUS: Adjustment of Budgets

### Recommendation

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

<b><u>FISCAL YEAR 2014</u></b>		
	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>
<u>System Administration</u>	6,557,679	6,479,888
<u>Lamar University</u>	212,862,557	213,600,161
<u>Sam Houston State University</u>	277,559,063	286,206,810
<u>Sul Ross State University</u>	42,894,649	42,894,649
<u>Texas State University</u>	565,521,487	612,760,755
<u>Lamar Institute of Technology</u>	22,047,030	22,181,378
<u>Lamar State College-Orange</u>	21,093,916	24,777,235
<u>Lamar State College-Port Arthur</u>	20,603,361	20,980,478
<b><u>System Total</u></b>	<b>\$1,169,139,742</b>	<b>\$1,229,881,354</b>

### Background

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

**LAMAR UNIVERSITY**  
**2013-2014 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For Period Ending 03/31/2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 100,974,614	\$ 3,997,549	\$ -	\$ -	104,972,163
Designated	74,381,200	(3,344,858)	-	26,299	71,062,641
Auxiliary Enterprises	37,506,743	-	-	58,614	37,565,357
<b>Total</b>	<b>\$ 212,862,557</b>	<b>\$ 652,691</b>	<b>\$ -</b>	<b>\$ 84,913</b>	<b>213,600,161</b>

**EDUCATION & GENERAL**

Original Budget:	<u>100,974,614</u>
Previously Approved by Board:	<u>3,997,549</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
None	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>104,972,163</u>

**DESIGNATED**

Original Budget:	<u>74,381,200</u>
Previously Approved by Board:	<u>(3,344,858)</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>-</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	6,000
Approved This Period:	
Additional Benefit Budget	<u>20,299</u>
Total Adjustments Approved by President This Period:	<u>20,299</u>
Total Cumulative Adjustments Approved by President:	<u>26,299</u>
Adjusted Budget:	<u>71,062,641</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>37,506,743</u>
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Previously Approved by Board:	=====
Requested Budget Adjustments: None	
Total Requested Budget Adjustments This Period:	----- ===== -
Cumulative Adjustments Approved by President: None	58,614
Total Adjustments Approved by President This Period:	----- ===== -
Total Cumulative Adjustments Approved by President:	===== 58,614
Adjusted Budget:	===== 37,565,357

**SAM HOUSTON STATE UNIVERSITY**

**For the Period Ending 2/28/2014**

Fund	Adjustments Requiring Board Approval			Adjustments Approved by President(YTD)Over 150k	Adjusted Budget
	Original Budget(2014)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 107,470,224	\$ 144,106	\$ 24,734	\$ 400,000	<b>108,039,064</b>
Designated	\$ 112,263,368	\$ 1,313,906	\$ 280,145	\$ 2,725,469	<b>116,582,888</b>
Auxiliary Enterprises	\$ 57,825,471	\$ 411,765	\$ 249,622	\$ 3,098,000	<b>61,584,858</b>
Trust	-	-	-	-	<b>0</b>
Restricted	-	-	-	-	<b>0</b>
<b>Total</b>	<b>\$ 277,559,063</b>	<b>\$ 1,869,777</b>	<b>\$ 554,501</b>	<b>\$ 6,223,469</b>	<b>286,206,810</b>

**EDUCATION & GENERAL**

Original Budget: 107,470,224

Previously Approved by Board: 144,106

KHSU TV 24,234  
 Austin Hall 350  
 Gibbs Ranch 150

**Requested Budget Adjustments:**

Total Requested Budget Adjustments This Period: 24,734

**Cumulative Adjustments Approved by President:**

Previously Reported: 400,000

Total Adjustments Approved by President This Period: 0

Total Cumulative Adjustments Approved by President: 400,000

**Adjusted Budget as of 2/28/2013** 107,639,064

**SAM HOUSTON STATE UNIVERSITY**  
**For the Period Ending 2/28/2014**

**DESIGNATED**

Original Budget:	<u><u>112,263,368</u></u>
 <b>Previously Approved by Board:</b>	 <u><u>1,313,906</u></u>
 <b>Requested Budget Adjustments:</b>	
Maintenance Services	115,000
International Programs Study Abroad-Thailand	925
Controller Returned Check Fee	19,500
Telephone O&M	50,000
Texas Center for Law Enforcement	5,000
Undergrad Admissions Application Fee	24,000
Education Study Abroad - England & Ireland	24,520
Distance Learning - Fine Arts	16,000
Advisement Fee	5,000
Foreign Language Study Abroad - Spain	20,200
Total Requested Budget Adjustments This Period:	<u><u>280,145</u></u>
 <b>Cumulative Adjustments Approved by President:</b>	
<b>Previously Reported:</b>	<u><u>1,860,469</u></u>
 Recreational Sports	700,000
Sam Center Advisement Fee	165,000
Total Adjustments Approved by President This Period:	<u><u>865,000</u></u>
 <b>Total Cumulative Adjustments Approved by President:</b>	 <u><u>2,725,469</u></u>
 <b>Adjusted Budget as of 2/28/2013</b>	 <u><u>116,582,888</u></u>

**SAM HOUSTON STATE UNIVERSITY**  
**For the Period Ending 2/28/2014**

**AUXILIARY ENTERPRISES**

Original Budget:	<u><u>57,825,471</u></u>
<b>Previously Approved by Board:</b>	<u><u>411,765</u></u>
 <b>Requested Budget Adjustments:</b>	
Student Service Fee	43,560
Cheerleaders - Student Service Fee	12,000
Recreational Sports Athletics	13,500
Graduate School of Banking	34,277
Student Service Fee	43,560
Resident Life - Apartment Management	1,000
Athletic Fee	32,000
Athletic Fee	24,000
Performing Arts Center - Encore	4,650
English as a Second Language	11,500
Performing Arts Center - Encore	5,000
Houstonian	4,575
Center for Professional Development	20,000
Total Requested Budget Adjustments This Period:	<u><u>249,622</u></u>
 <b>Cumulative Adjustments Approved by President:</b>	
<b>Previously Reported:</b>	<u><u>1,900,000</u></u>
Dining	528,000
Student Service Fee	670,000
Total Adjustments Approved by President This Period:	<u><u>1,198,000</u></u>
<b>Total Cumulative Adjustments Approved by President:</b>	<u><u>3,098,000</u></u>
 <b>Adjusted Budget as of 2/28/2013</b>	 <u><u><b>61,584,858</b></u></u>

**SUL ROSS STATE UNIVERSITY**  
**2013-2014 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For the Period Ending March 31, 2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 28,146,043	\$ -	\$ -	\$ -	\$ 28,146,043
Designated	5,015,808				5,015,808
Auxiliary Enterprises	4,530,531				4,530,531
Trust	-				-
Restricted	5,202,267				5,202,267
<b>Total</b>	<b>\$ 42,894,649</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 42,894,649</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 28,146,043</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 28,146,043</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,015,808</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 5,015,808</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 4,530,531</u>
Previously Approved by Board:	<u>\$ -</u>



**SUL ROSS STATE UNIVERSITY**

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: \$ 4,530,531

**TRUST**

Original Budget: \$ -

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

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

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ -

**RESTRICTED**

Original Budget: \$ 5,202,267

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

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

Total Cumulative Adjustments Approved by President: \$ -

Adjusted Budget: \$ 5,202,267

## Texas State University

### FISCAL YEAR 2014 OPERATING BUDGET AND RELATED ADJUSTMENTS For the Period Ending February 28, 2014

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments	Adjusted Budget
	Original Budget	Approved by Board	Budget Adjustments		
Education & General	243,365,807	3,159,894	0	106,554	246,632,255
Designated	197,514,000	33,421,254	2,617,419	895,170	234,447,843
Auxiliary Enterprises	124,641,680	2,187,255	4,627,299	224,424	131,680,658
<b>Total</b>	565,521,487	38,768,403	7,244,718	1,226,148	612,760,755

#### EDUCATION & GENERAL

Original Budget:	243,365,807
Previously Approved by Board:	3,159,894
Requested Budget Adjustments:	0
<b>Total Requested Budget Adjustments This Period:</b>	<b>0</b>
Cumulative Adjustments Approved by President:	
Previously Reported:	2,586
Approved This Period:	
Increase Child Development Center estimated income	85,226
Using Sleep Center reserves for equipment	10,000
Using License Plate reserves for scholarships	7,500
Research Development carry forwards	1,242
<b>Total Adjustments Approved by President This Period:</b>	<b>103,968</b>
<b>Total Cumulative Adjustments Approved by President:</b>	<b>106,554</b>
<b>Adjusted Budget:</b>	<b>246,632,255</b>

## Texas State University

### DESIGNATED

Original Budget:	197,514,000
Previously Approved by Board:	33,421,254
Requested Budget Adjustments:	
Increasing Extension budget estimated income	476,449
Increase Computer Service Fee estimated income	444,000
Increase estimated income for Library Fee	401,000
Recognize income from quasi endowment for Merit Achievement Scholarships	320,039
Using reserves for Sessom Creek Bank Stabilization	285,000
Using Undergraduate Application Fee reserves	200,000
Designated Method carry forwards	192,620
Increasing Sponsored Programs estimated income	168,310
Increase Campus Construction Overhead estimated income	130,000
 Total Requested Budget Adjustments This Period:	 2,617,419
 Cumulative Adjustments Approved by President:	
Previously Reported:	494,853
Approved This Period:	
Increasing Continuing Education budget	93,495
Using RSC Molecular Beam Epitaxy reserves to fund equipment purchases	85,514
Using reserves for Spring Lake Dam repair study	50,000
Using Women in Science and Engineering Conference reserves	31,000
Increasing Educator Prep Fee budget	30,000
Using Testing Support reserves for scantrons	20,000
Set up estimated income for Athletic Training Camps and Workshops	15,000
Increase estimated income for FACTS Community Services	14,820
Recognize revenue for location fees received	14,605
Increasing Curation Services budget	13,561
Increase estimated income Archeological Studies Project	7,641
Increase estimated income for Orientation	7,370
Increasing budget for Transcript operations	5,000
Set up estimated income for Custodial Projects and Events	4,000
Increase budget for Theatre Audition	3,120
Increase estimated income for Scientific Diving Fees	2,311
Using reserves for Athletic Training program	1,000
Electronic Course Fee carry forwards	737
Increase budget for SPSS Projects	389
Increase estimated income for Employee Wellness Fair	355
Increase estimated income for Bootcamp	300
Using Anthropology-Cultural Resources Workshop reserves for contracted services	100
 Total Adjustments Approved by President This Period:	 400,317
 Total Cumulative Adjustments Approved by President:	 895,170
 Adjusted Budget:	 234,447,843

## Texas State University

### AUXILIARY ENTERPRISES

Original Budget:	124,641,680
Previously Approved by Board:	2,187,255
Requested Budget Adjustments:	
Using Residential Housing reserves for Moore St Housing interim financing	1,400,000
Using Student Center reserves for renovations	1,002,283
Using Rec Sports Fee reserves for Outdoor Center renovations	755,000
Using Athletics reserves for End Zone Complex-Locker Room	695,276
Using University Dining Services reserves for Jones Diner renovation project	457,640
Increase estimated income for Student Service Fee	197,000
Increase Athletics budget for summer incentives	120,100
Total Requested Budget Adjustments This Period:	4,627,299
Cumulative Adjustments Approved by President:	
Previously Reported:	122,853
Approved This Period:	
Student Service Fee carry forwards	69,891
Increase RRHEC Auxiliary estimated income	17,000
Using Aquarena Center-Golf reserves for golf course	10,500
Increase Auxiliary Services budget	2,107
Increase Allied Arts estimated income	1,072
Increase Etextbook Pilot Program estimated income	1,000
Total Adjustments Approved by President This Period:	101,571
Total Cumulative Adjustments Approved by President:	224,424
Adjusted Budget:	131,680,658

**Lamar Institute of Technology**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,704,375	\$ -	\$ -	\$ 99,825	\$ 14,804,200
Designated	5,132,655			33,931	5,166,586
Auxiliary Enterprises	2,210,000			592	2,210,592
Trust	-			-	-
Restricted	-			-	-
<b>Total</b>	<b>\$ 22,047,030</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 134,348</b>	<b>\$ 22,181,378</b>

**EDUCATION & GENERAL**

Original Budget:	<u><u>\$ 14,704,375</u></u>
Previously Approved by Board:	<u><u>\$ -</u></u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u><u>\$ -</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 72,134
Approved This Period:	
Transferred Budget From Local to State	27,691
Total Adjustments Approved by President This Period:	<u>27,691</u>
Total Cumulative Adjustments Approved by President:	<u><u>\$ 99,825</u></u>
Adjusted Budget:	<u><u>\$ 14,804,200</u></u>

**DESIGNATED**

Original Budget:	<u><u>\$ 5,132,655</u></u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u><u>\$ -</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 61,622
Approved This Period:	
Transferred Budget From Local to State	(27,691)
Total Adjustments Approved by President This Period:	<u>(27,691)</u>
Total Cumulative Adjustments Approved by President:	<u><u>\$ 33,931</u></u>
Adjusted Budget:	<u><u>\$ 5,166,586</u></u>

**Lamar Institute of Technology**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 2,210,000</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 592
Approved This Period:	
Prior Year Encumbrances	
Prior Year Encumbrances	
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ 592</u>
Adjusted Budget:	<u>\$ 2,210,592</u>

**TRUST**

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

**Lamar Institute of Technology**

**RESTRICTED**

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

Fund	Lamar State College - Orange Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,471,597	\$ 2,870,640	\$ -	\$ (2,440)	\$ 17,339,797
Designated	5,606,793	127,228	662,670	(15,389)	6,381,302
Auxiliary Enterprises	1,015,526	41,860	-	(1,250)	1,056,136
Total	\$ 21,093,916	\$ 3,039,728	\$ 662,670	\$ (19,079)	\$ 24,777,235

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 14,471,597</u>
Previously Approved by Board:	<u>\$ 2,870,640</u>
Requested Budget Adjustments:	
Nursing and Classroom Building	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ (53)
Approved This Period:	
Prior Year Encumbrances Brought Forward	<u>(2,387)</u>
Total Adjustments Approved by President This Period:	<u>(2,387)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ (2,440)</u>
Adjusted Budget:	<u>\$ 17,339,797</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,606,793</u>
Previously Approved by Board:	<u>\$ 127,228</u>
Requested Budget Adjustments:	
Continuing Education	662,670
Total Requested Budget Adjustments This Period:	<u>\$ 662,670</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 2,098
Approved This Period:	
ACE Program	2,922
Prior Year Encumbrances Brought Forward	<u>(20,409)</u>
Total Adjustments Approved by President This Period:	<u>(17,487)</u>
Total Cumulative Adjustments Approved by President:	<u>\$ (15,389)</u>
Adjusted Budget:	<u>\$ 6,381,302</u>



**Lamar State College - Orange**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 1,015,526</u>
Previously Approved by Board:	<u>\$ 41,860</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ (94)
Approved This Period:	
Prior Year Encumbrances Brought Forward	<u>(1,156)</u>
Total Adjustments Approved by President This Period:	(1,156)
Total Cumulative Adjustments Approved by President:	<u>\$ (1,250)</u>
Adjusted Budget:	<u>\$ 1,056,136</u>

Fund	Lamar State College Port Arthur Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,048,091	\$ 130,000	\$ 30,000	\$ 26,377	\$ 16,234,468
Designated	2,706,158	63,460	-	14,500	2,784,118
Auxiliary Enterprises	1,849,112	55,150	30,150	27,480	1,961,892
<b>Total</b>	<b>\$ 20,603,361</b>	<b>\$ 248,610</b>	<b>\$ 60,150</b>	<b>\$ 68,357</b>	<b>\$ 20,980,478</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 16,048,091</u>
Previously Approved by Board:	<u>130,000</u>
Requested Budget Adjustments:	
Public Information Specialist	<u>30,000</u>
Total Requested Budget Adjustments This Period:	<u><u>30,000</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>9,400</u>
Approved This Period:	
Admissions and Records	<u>16,977</u>
Total Adjustments Approved by President This Period:	<u><u>16,977</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>26,377</u></u>
Adjusted Budget:	<u><u>\$ 16,234,468</u></u>

**DESIGNATED**

Original Budget:	<u>\$ 2,706,158</u>
Previously Approved by Board:	<u>63,460</u>
Requested Budget Adjustments:	
Consulting Service for Facility Programming	<u></u>
Total Requested Budget Adjustments This Period:	<u><u>-</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>14,500</u>
Approved This Period:	
Campus Master Plan Set-up	<u></u>
Total Adjustments Approved by President This Period:	<u><u>-</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>14,500</u></u>
Adjusted Budget:	<u><u>\$ 2,784,118</u></u>

**Lamar State College Port Arthur**

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 1,849,112</u>
Previously Approved by Board:	<u>55,150</u>
Requested Budget Adjustments:	
Volleyball Program Budget	<u>30,150</u>
Total Requested Budget Adjustments This Period:	<u>30,150</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>                    </u>
Approved This Period:	
Recreational Activity Account	6,380
Student Center	20,000
Basketball Program	1,100
Total Adjustments Approved by President This Period:	<u>27,480</u>
Total Cumulative Adjustments Approved by President:	<u>27,480</u>
Adjusted Budget:	<u>\$ 1,961,892</u>

**TEXAS STATE UNIVERSITY SYSTEM**  
**2013-2014 OPERATING BUDGET & RELATED ADJUSTMENTS**  
For the Period Ending 03/31/2014

	Adjustments Requiring Board Approval			Adjustments Approved by Chancellor	Adjusted Revenue Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
<b>EDUCATIONAL AND GENERAL REVENUE BUDGET</b>					
State General Revenue	\$1,425,000				\$1,425,000
Employee Benefits - Retirement	205,907				\$205,907
Employee Benefits - Group Insurance	183,524				\$183,524
Employee Benefits - Social Security	160,627				\$160,627
Investment Income	8,000				\$8,000
Texas State University System Foundation	51,400				\$51,400
Central Service Charge	4,258,425			(77,791)	\$4,180,634
Fund Balance	164,796				\$164,796
Deferred Compensation Transfer In	100,000				\$100,000
Totals	<u>\$6,557,679</u>	<u>\$0</u>	<u>\$0</u>	<u>(\$77,791)</u>	<u>\$6,479,888</u>

**EDUCATIONAL AND GENERAL EXPENDITURE BUDGET (ORIGINAL)**

\$6,557,679

Adjustments Previously Approved:

Board	Chancellor
<u>\$0</u>	<u>(\$77,791)</u>

	Original Budget	Adjustments this Period		Adjusted Expenditure Budget
		Board	Chancellor	
Salaries and Wages	\$3,660,359			\$3,660,359
Employee Fringe Benefits	778,507			778,507
Professional Fees	882,101		22,500	904,601
Travel	203,479			203,479
Material and Supplies	101,306			101,306
Rentals and Leases	79,863			79,863
Printing and Publications	92,540			92,540
Furniture and Equipment	0			0
Other	626,479		(22,500)	603,979
Communications and Utilities	3,745			3,745
Repairs and Maintenance	4,300			4,300
Deferred Compensation Transfer Out	125,000			125,000
Totals	<u>\$6,557,679</u>	<u>\$0</u>	<u>\$0</u>	<u>\$6,557,679</u>

Total Adjustments Submitted for Board Approval this Period

\$0

Total Adjustments Approved by Chancellor This Period:

\$0

Total Cumulative Adjustments Approved by Board:

0

Total Cumulative Adjustments Approved by Chancellor:

(77,791)

**EDUCATIONAL AND GENERAL EXPENDITURE BUDGET ADJUSTED**

\$ 6,479,888

**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.

LAMAR UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH MARCH 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 3/31/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Dedicated GR Funds	49,351.00			49,351.00	61,688.88			
HEAF	277,824.00			277,824.00			277,824.00	
<b>TOTAL E&amp;G</b>	<b>327,175.00</b>	<b>0.00</b>	<b>0.00</b>	<b>327,175.00</b>	<b>61,688.88</b>	<b>0.00</b>	<b>277,824.00</b>	<b>0.00</b>
<b>DESIGNATED</b>								
Designated Tuition	8,717,195.00			8,717,195.00	602,938.00		8,114,257.00	
Information Technology	1,872,891.47			1,872,891.47	1,171,000.00		701,891.47	
Library Fees	675,930.16			675,930.16		675,930.16		
All Other Fees	736,855.76			736,855.76		736,855.76		
Distance Education	(482,006.00)			(482,006.00)				
Sales and Services	480,343.01			480,343.01		480,343.01		
Institutional Scholarships	3,350,878.87			3,350,878.87				3,350,878.87
Other Income	1,466,208.53			1,466,208.53		1,466,208.53		
<b>TOTAL DESIGNATED</b>	<b>16,818,296.80</b>	<b>0.00</b>	<b>0.00</b>	<b>16,818,296.80</b>	<b>1,773,938.00</b>	<b>3,359,337.46</b>	<b>8,816,148.47</b>	<b>3,350,878.87</b>
<b>AUXILIARY</b>								
Student Service Fees	(2,301,101.08)			(2,301,101.08)				
Medical Service Fees	(7,877.17)			(7,877.17)				
Student Center Fees	236,920.60			236,920.60		236,920.60		
Bookstore	1,901,787.18			1,901,787.18			1,901,787.18	
Parking	210,433.06			210,433.06		210,433.06		
Food Service	1,409,412.62			1,409,412.62			1,409,412.62	
Student Housing	4,709,337.16			4,709,337.16	4,709,337.16			
Montagne Center	(3,429,512.59)			(3,429,512.59)				
Athletic Fee	(6,515,191.36)			(6,515,191.36)				
Auxiliary Donation	3,834,218.04			3,834,218.04	3,834,218.04			
Other	276,102.90			276,102.90		276,102.90		
<b>TOTAL AUXILIARY</b>	<b>324,529.36</b>	<b>0.00</b>	<b>0.00</b>	<b>324,529.36</b>	<b>8,543,555.20</b>	<b>723,456.56</b>	<b>3,311,199.80</b>	<b>0.00</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
	17,710,008.80			17,710,008.80				17,710,008.80
<b>PLANT FUNDS</b>								
Administration Building	5,001,817.11			5,001,817.11		5,001,817.11		
General Construction	125,133.00			125,133.00		125,133.00		
Series 2013 Energy Bond	2,967,140.49			2,967,140.49		2,967,140.49		
HEAF - Construction	8,522,840.67			8,522,840.67	0.00	8,522,840.67	0.00	
<b>TOTAL PLANT FUNDS</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>0.00</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>16,616,931.27</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ALL FUNDS</b>	<b>51,796,941.23</b>	<b>0.00</b>	<b>0.00</b>	<b>51,796,941.23</b>	<b>10,379,182.08</b>	<b>20,699,725.29</b>	<b>12,405,172.27</b>	<b>21,060,887.67</b>

SAM HOUSTON STATE UNIVERSITY  
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES  
FOR THE PERIOD DECEMBER 1, 2013 - FEBRUARY 28, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED	
	BALANCE 12/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 2/28/2014		UNRESERVED	UNRESERVED		
						ALLOCATED	UNALLOCATED		
<b>EDUCATIONAL &amp; GENERAL</b>									
Fund 259	\$ 164,113	\$ -	\$ 64,008	\$ 100,105	\$ -	\$ 100,105	\$ -	\$ -	
LEMIT	2,390,996.35	-	-	2,390,996.35	-	-	-	-	
CMIT	1,853,911.52	-	400,000	1,453,911.52	-	-	-	-	
HEAF	3,533,945	-	-	3,533,945	-	3,533,945	-	-	
<b>TOTAL E&amp;G</b>	<b>\$ 3,800,652</b>	<b>\$ -</b>	<b>\$ 464,008</b>	<b>\$ 7,478,958</b>	<b>\$ -</b>	<b>\$ 3,634,050</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>DESIGNATED</b>									
Designated Tuition	\$ 8,434,868	\$ -	\$ -	\$ 8,434,868	\$ -	\$ 8,434,868	\$ -	\$ -	
Course Fees	9,050	-	-	9,050	-	9,050	-	-	
Computer Use Fees	3,024,597	-	500,000	2,524,597	-	2,524,597	-	-	
Advisement Fees	1,155,033	-	194,500	960,533	-	960,533	-	-	
Library Fees	465,603	-	-	465,603	-	465,603	-	-	
Recreation Fees	1,271,433	-	700,000	571,433	-	571,433	-	-	
All Other Fees	3,161,151	-	1,558,954	1,602,196	-	1,602,196	-	-	
Indirect Cost Recovery	2,186,237	-	76,247	2,109,989	-	2,109,989	-	-	
Continuing Education	-	-	-	-	-	-	-	-	
Sales and Services	15,166,065	-	354,490	14,811,576	-	14,811,576	-	-	
Investment Income	-	-	-	-	-	-	-	-	
Other Income	275,629	-	-	275,629	-	275,629	-	-	
<b>TOTAL DESIGNATED</b>	<b>\$ 32,815,101</b>	<b>\$ -</b>	<b>\$ 3,384,192</b>	<b>\$ 31,765,474</b>	<b>\$ -</b>	<b>\$ 31,765,474</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>AUXILIARY</b>									
Student Service Fees	\$ 1,723,914	\$ -	\$ 762,560	\$ 961,354	\$ -	\$ 961,354	\$ -	\$ -	
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	-	114,030	1,113,358	-	1,113,358	-	-	
Recreational Sports Fees	-	-	-	-	-	-	-	-	
Other Student Fees	-	-	-	-	-	-	-	-	
Food Service	1,449,556	-	528,000	921,556	-	921,556	-	-	
Housing	1,178,072	-	-	1,178,072	-	1,178,072	-	-	
Other Sales and Services	8,434,011	-	2,170,225	6,263,786	-	6,263,786	-	-	
Investment Income	608,700	-	-	608,700	-	608,700	-	-	
<b>TOTAL AUXILIARY</b>	<b>\$ 11,214,357</b>	<b>\$ -</b>	<b>\$ 3,574,815</b>	<b>\$ 12,461,935</b>	<b>\$ -</b>	<b>\$ 12,461,935</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>ENDOWMENT AND SIMILAR FUNDS</b>									
Quasi-Endowments	\$ 6,352,779	\$ -	\$ -	\$ 6,352,779	\$ -	\$ -	\$ -	\$ 6,352,779	
<b>PLANT FUNDS</b>									
HEAF	\$ 4,034,618	\$ -	\$ -	\$ 4,034,618	\$ -	\$ -	\$ -	\$ 4,034,618	
Tuition Revenue Bonds	-	-	-	-	-	-	-	-	
Current Building Projects	32,279,921	-	-	32,279,921	-	-	-	32,279,921	
Projected Building Projects	-	-	-	-	-	-	-	-	
<b>TOTAL PLANT FUNDS</b>	<b>\$ 34,902,460</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,314,540</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,314,540</b>	
<b>TOTAL ALL FUNDS</b>	<b>\$ 88,952,918</b>	<b>\$ -</b>	<b>\$ 7,423,015</b>	<b>\$ 94,373,685</b>	<b>\$ -</b>	<b>\$ 47,861,459</b>	<b>\$ -</b>	<b>\$ 42,667,319</b>	



SUL ROSS STATE UNIVERSITY-COMBINED  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH FEBRUARY 28, 2014

DESCRIPTION	AVAILABLE	BUDGETED	SUPPLEMENTAL	AVAILABLE	RESERVED	RESTRICTED	UNRESERVED	
	BALANCE			BALANCE			ALLOCATED	UNALLOCATED
	9/1/2013	ORIGINAL		2/28/2014				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 262	559,479.04		-	559,479.04	559,479.04			
HEAF	2,516,079.10			2,516,079.10	2,516,079.10			
<b>TOTAL E&amp;G</b>	<b>3,075,558.14</b>	<b>-</b>	<b>-</b>	<b>3,075,558.14</b>	<b>3,075,558.14</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	1,808,797.42	791,544.00	-	1,017,253.42		1,017,253.42		
Course Fees	3,255.59	-		3,255.59		3,255.59		
Computer Use Fees	519,503.81	-		519,503.81		519,503.81		
Advisement Fees				-		-		
Library Fees	62,527.54			62,527.54		62,527.54		
Recreation Fees				-		-		
All other Fees	1,607,188.07	-		1,607,188.07		1,607,188.07		
Indirect cost recovery	542,386.99			542,386.99		542,386.99		
Continuing Education	31,060.68			31,060.68		31,060.68		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	3,674,246.98			3,674,246.98		3,674,246.98		
<b>TOTAL DESIGNATED</b>	<b>8,248,967.08</b>	<b>791,544.00</b>	<b>-</b>	<b>7,457,423.08</b>	<b>-</b>	<b>7,457,423.08</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	884,380.43	193,318.00	-	691,062.43		691,062.43		
Medical Service Fees	109,261.25	-		109,261.25		109,261.25		
Student Center Fees	(81,522.69)			(81,522.69)		(81,522.69)		
Recreational Sports Fee	140,953.45			140,953.45		140,953.45		
Athletic Fee	38,781.85			38,781.85		38,781.85		
Other Student Fees	125,025.30			125,025.30		125,025.30		
Food Service				-		-		
Housing	1,159,851.19	1,159,851.19	-	-		-		
Other Sales and Services				-		-		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>2,376,730.78</b>	<b>1,353,169.19</b>	<b>-</b>	<b>1,023,561.59</b>	<b>-</b>	<b>1,023,561.59</b>	<b>-</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments				-		-		
<b>PLANT FUNDS</b>								
HEAF	27,434.11			27,434.11				27,434.11
Current Building Projects				-		-		
Reserve for Debt Service	287,812.79	(1,159,851.19)		1,447,663.98				1,447,663.98
Projected Building Projects	1,266,998.87			1,266,998.87				1,266,998.87
<b>TOTAL PLANT FUNDS</b>	<b>1,582,245.77</b>	<b>(1,159,851.19)</b>	<b>-</b>	<b>2,742,096.96</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,742,096.96</b>
<b>TOTAL ALL FUNDS</b>	<b>15,283,501.77</b>	<b>984,862.00</b>	<b>-</b>	<b>14,298,639.77</b>	<b>3,075,558.14</b>	<b>8,480,984.67</b>	<b>-</b>	<b>2,742,096.96</b>

TEXAS STATE UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1 THROUGH FEBRUARY 28

DESCRIPTION	AVAILABLE BALANCE 9/1/2013	BUDGETED		AVAILABLE BALANCE 2/28/2014	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNRESERVED UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 260	\$2,855,576		68,312	\$2,787,264	\$1,394,932		\$1,392,332	
TOTAL E&C	2,855,576		68,312	2,787,264	1,394,932		1,392,332	
<b>DESIGNATED</b>								
Designated Tuition	44,967,976		21,015,694	23,952,282.03	3,853,697	20,098,584.87		
Computer Use Fees	6,352,294		2,703,850	3,648,443.89	269,968	3,378,475.64		
Advisement Fees	3,158,533		618,000	2,540,533.24	64,997	2,475,536.08		
Library Fees	3,873,499		103,000	3,770,499.15	131,674	3,638,825.52		
All Other Fees	1,861,515		100,000	1,761,514.94	41,480	1,720,035.30		
Indirect Cost Recovery	3,612,088		3,607,115	4,973.21	4,973	-		
Sales and Services	15,597,147		3,416,630	12,180,516.45	1,307,611	10,872,905.94		
Other Income	4,489,664		-	4,489,664.17	2,053,455	2,436,209.33		
TOTAL DESIGNATED	83,912,716		31,564,289	52,348,427	7,727,854	44,620,573		-
<b>AUXILIARY</b>								
Student Service Fees	4,872,447		1,310,037	3,562,410.38	73,250	3,489,161		
Medical Service Fees	1,682,844		-	1,682,843.74	50,061	1,632,783		
Student Center Fees	2,436,513		1,002,283	1,434,229.52	66,305	1,367,924		
Recreational Sports Fees	2,567,608		855,000	1,712,607.73	212,265	1,500,343		
Other Student Fees	3,020,902		-	3,020,902.44	130,653	2,890,249		
Food Service	1,956,576		816,700	1,139,875.62	124,416	1,015,460		
Housing	15,635,664		1,900,000	13,735,663.58	856,166	12,879,497		
Other Sales and Services	16,094,592		705,979	15,388,613.40	6,670,727	8,717,886		
TOTAL AUXILIARY	48,267,145		6,589,999	41,677,146	8,183,843	33,493,303		-
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	16,422,751			16,422,750.50				16,422,751
<b>PLANT FUNDS</b>								
HEAF	29,939,116	29,939,116		-				
Tuition Revenue Bonds	3,794,961		3,794,961	-				-
System Revenue Bonds	60,904,798		60,904,798	-				-
Projected Building Projects	28,176,503		28,176,503	-				-
TOTAL PLANT FUNDS	122,815,377	29,939,116	92,876,262	-	-	-	-	-
TOTAL ALL FUNDS	\$274,273,566	\$29,939,116	\$131,098,862	\$113,235,588	\$17,306,630	\$78,113,876	\$1,392,332	\$16,422,751

LAMAR INSTITUTE OF TECHNOLOGY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH FEBRUARY 28, 2014

DESCRIPTION	AVAILABLE BALANCE 09/01/13	BUDGETED		AVAILABLE BALANCE 02/28/14	RESERVED	UNRESERVED		RESTRICTED
		ORIGINAL	SUPPLEMENTAL			ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 287	\$1,150,373			\$1,150,373	\$0	\$1,150,373		
HEAF	7,702,147	0	0	7,702,147	5,000,000	2,702,147		
<b>TOTAL E&amp;G</b>	<b>8,852,520</b>	<b>0</b>	<b>0</b>	<b>8,852,520</b>	<b>5,000,000</b>	<b>3,852,520</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	5,393,916	0	0	5,393,916	2,000,000	3,393,916		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	462,238	0	0	462,238	250,000	212,238		
Advisement Fees	0	0	0	0	0	0		
Library Fees	0	0	0	0	0	0		
Recreation Fees	0	0	0	0	0	0		
All Other Fees	44,981	0	0	44,981	0	44,981		
Indirect Cost Recovery	0	0	0	0	0	0		
Continuing Education	0	0	0	0	0	0		
Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
Other Income	0	0	0	0	0	0		
<b>TOTAL DESIGNATED</b>	<b>5,901,135</b>	<b>0</b>	<b>0</b>	<b>5,901,135</b>	<b>2,250,000</b>	<b>3,651,135</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	1,248,166	0	0	1,248,166	300,000	948,166		
Medical Service Fees	0	0	0	0	0	0		
Student Center Fees	0	0	0	0	0	0		
Recreational Sports Fees	0	0	0	0	0	0		
Other Student Fees	1,537,866	0	0	1,537,866	1,100,000	437,866		
Food Service	0	0	0	0	0	0		
Housing	0	0	0	0	0	0		
Other Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
<b>TOTAL AUXILIARY</b>	<b>2,786,032</b>	<b>0</b>	<b>0</b>	<b>2,786,032</b>	<b>1,400,000</b>	<b>1,386,032</b>	<b>0</b>	<b>0</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	0	0	0	0	0	0	0	0
<b>PLANT FUNDS</b>								
HEAF	0	0	0	0	0	0		
T.R.B	0	0	0	0	0	0		0
Other	0			0	0	0		
<b>TOTAL PLANT FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS</b>	<b>\$17,539,687</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,539,687</b>	<b>\$8,650,000</b>	<b>\$8,889,687</b>	<b>\$0</b>	<b>\$0</b>

Lamar State College-Orange  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH FEBRUARY 28, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 2/28/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 285	\$ 809,491			\$ 809,491		\$ 809,491		
HEAF	4,968,939			4,968,939	\$ 4,968,939			
<b>TOTAL E&amp;G</b>	<b>5,778,430</b>	<b>-</b>	<b>-</b>	<b>5,778,430</b>	<b>4,968,939</b>	<b>809,491</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	3,935,744			3,935,744		3,935,744		
Computer Use Fees	2,402,320	184,916		2,217,404		2,217,404		
Advisement Fees				-		-		
Library Fees	257,100	49,302		207,798		207,798		
Recreation Fees				-		-		
All Other Fees	261,245			261,245		261,245		
Indirect Cost Recovery	1,508,084			1,508,084		1,508,084		
Continuing Education/ACE	345,486	48,285	6,722	290,479		290,479		
Other Income	258,883			258,883		258,883		
<b>TOTAL DESIGNATED</b>	<b>8,968,862</b>	<b>282,503</b>	<b>6,722</b>	<b>8,679,637</b>	<b>-</b>	<b>8,679,637</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	1,965,695			1,965,695		1,965,695		
Medical Service Fees				-		-		
Student Center Fees	397,979	21,860		376,119		376,119		
Recreational Sports Fees				-		-		
Other Student Fees	263,278			263,278		263,278		
Food Service	344			344		344		
Housing				-		-		
Other Sales and Services	391,631			391,631		391,631		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>3,018,927</b>	<b>21,860</b>	<b>-</b>	<b>2,997,067</b>	<b>-</b>	<b>2,997,067</b>	<b>-</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments				-		-		
<b>PLANT FUNDS</b>								
HEAF				-		-		
Current Building Projects				-		-		
Projected Building Projects				-		-		
<b>TOTAL PLANT FUNDS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 17,766,219</b>	<b>\$ 304,363</b>	<b>\$ 6,722</b>	<b>\$ 17,455,134</b>	<b>\$ 4,968,939</b>	<b>\$ 12,486,195</b>	<b>\$ -</b>	<b>\$ -</b>

LAMAR STATE COLLEGE PORT ARTHUR  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 09/01/13	ORIGINAL	SUPPLEMENTAL	BALANCE 03/31/14		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 286	\$823,007			\$823,007	\$823,007			
HEAF	3,469,574	1,214,880	109,400	2,145,294	2,145,294			
<b>TOTAL E&amp;G</b>	<b>4,292,581</b>	<b>1,214,880</b>		<b>2,968,301</b>	<b>2,968,301</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	1,162,573			1,162,573		1,162,573		
Institutional Scholarships	152,032			152,032		152,032		
Computer Use Fees	412,274			412,274		412,274		
Insurance Contingency	271,611			271,611		271,611		
Application Fees	94,120			94,120		94,120		
IT Contingency	388,329			388,329		388,329		
All Other Fees	6,539			6,539		6,539		
Indirect Cost Recovery				0		0		
Continuing Education				0		0		
Sales and Services				0		0		
Investment Income				0		0		
Other Income				0		0		
<b>TOTAL DESIGNATED</b>	<b>2,487,478</b>	<b>0</b>	<b>0</b>	<b>2,487,478</b>	<b>0</b>	<b>2,487,478</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	62,608			62,608		62,608		
Student Center	12,259							
Parking Fee	157,734			157,734		157,734		
Bookstore	137,393			137,393		137,393		
Other Sales and Services	46,310			46,310		46,310		
<b>TOTAL AUXILIARY</b>	<b>416,303</b>	<b>0</b>	<b>0</b>	<b>404,044</b>	<b>0</b>	<b>404,044</b>	<b>0</b>	<b>0</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	1,097,380			1,097,380		0		1,097,380
<b>PLANT FUNDS</b>								
HEAF				0				
T.R.B				0				
Other				0				
<b>TOTAL PLANT FUNDS</b>				<b>0</b>				
<b>TOTAL ALL FUNDS</b>	<b>\$8,293,742</b>	<b>\$1,214,880</b>	<b>\$0</b>	<b>\$6,957,203</b>	<b>\$2,968,301</b>	<b>\$2,891,522</b>	<b>\$0</b>	<b>\$1,097,380</b>

TEXAS STATE UNIVERSITY SYSTEM  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2013 THROUGH MARCH 31, 2014

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2013	ORIGINAL	SUPPLEMENTAL	BALANCE 3/31/2014		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
TOTAL E&G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>DESIGNATED</b>								
Other Income	4,806,142.63			5,190,655.31		5,190,655.31		
TOTAL DESIGNATED	4,806,142.63	0.00	0.00	5,190,655.31	0.00	5,190,655.31	0.00	0.00
<b>AUXILIARY</b>								
TOTAL AUXILIARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,553,881.62			7,733,524.05				7,733,524.05
TOTAL ENDOWMENT AND SIMILAR FUNDS	7,553,881.62	0.00	0.00	7,733,524.05	0.00	0.00	0.00	7,733,524.05
<b>PLANT FUNDS</b>								
Invested in Capital Assets, Capital Projects	(812,824,882.87) (10,648,000.90)			(771,854,882.87) 6,441,676.98				(771,854,882.87) 6,441,676.98
TOTAL PLANT FUNDS	(823,472,883.77)	0.00	0.00	(765,413,205.89)	0.00	0.00	0.00	(765,413,205.89)
TOTAL ALL FUNDS	(811,112,859.52)	0.00	0.00	(752,489,026.53)	0.00	5,190,655.31	0.00	(757,679,681.84)

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**Texas State University System Consolidated Institutions**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income    Return	
<b><u>Operating Funds</u></b>					
Lamar University	\$ 46,461,722.10	\$ 69,796,046.41	\$ 69,796,046.41	\$ 57,577.17	0.06%
Sam Houston State University	\$ 74,552,405.48	\$ 110,988,368.30	\$ 110,988,368.30	\$ 48,753.19	0.04%
Sul Ross State University	\$ 17,992,576.01	\$ 21,285,943.09	\$ 21,285,692.74	\$ 6,888.70	0.03%
Texas State University	\$ 198,953,231.07	\$ 247,621,549.41	\$ 247,621,549.41	\$ 30,556.19	0.02%
Lamar Institute of Technology	\$ 5,221,881.86	\$ 5,984,014.48	\$ 5,984,014.48	\$ 1,130.55	0.03%
Lamar State College - Orange	\$ 16,047,671.07	\$ 16,895,221.05	\$ 16,895,221.05	\$ 2,936.94	0.02%
Lamar State College - Port Arthur	\$ 5,593,503.84	\$ 6,455,065.70	\$ 6,455,065.70	\$ 2,450.40	0.04%
Texas State University System Office	\$ 4,503,158.77	\$ 5,409,417.69	\$ 5,409,417.69	\$ 351.75	0.01%
<b><u>Operating Funds Total</u></b>	<b>\$ 369,326,150.20</b>	<b>\$ 484,435,626.13</b>	<b>\$ 484,435,375.78</b>	<b>\$ 150,644.90</b>	<b>0.03%</b>
				<b>6 Month T-Bill</b>	<b>0.06%</b>
<b><u>Non-Operating Funds</u></b>					
Lamar University	\$ 8,113,807.07	\$ 10,784,015.03	\$ 10,784,015.03	\$ 607.87	0.01%
Sam Houston State University	\$ 56,208,457.42	\$ 56,318,837.70	\$ 56,959,798.65	\$ 325,265.41	0.23%
Sul Ross State University	\$ -	\$ -	\$ -	\$ -	-
Texas State University	\$ 129,964,164.88	\$ 119,555,589.30	\$ 119,227,290.57	\$ 452,059.86	0.07%
Lamar Institute of Technology	\$ -	\$ -	\$ -	\$ -	-
Lamar State College - Orange	\$ 1,440,684.09	\$ 1,437,057.17	\$ 1,437,057.17	\$ 100.64	0.01%
Lamar State College - Port Arthur	\$ 938,752.99	\$ 938,888.14	\$ 938,888.14	\$ 135.15	0.01%
Texas State University System Office	\$ 4,965,520.33	\$ 4,965,400.15	\$ 4,965,400.15	\$ 379.82	0.01%
<b><u>Non-Operating Funds Total</u></b>	<b>\$ 201,631,386.78</b>	<b>\$ 193,999,787.49</b>	<b>\$ 194,312,449.71</b>	<b>\$ 778,548.75</b>	<b>0.11%</b>
				<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>
<b><u>Grand Total</u></b>	<b>\$ 570,957,536.98</b>	<b>\$ 678,435,413.62</b>	<b>\$ 678,747,825.49</b>	<b>\$ 929,193.64</b>	<b>0.05%</b>

**Texas State University System Consolidated Institutions  
ENDOWMENT QUARTERLY INVESTMENT REPORT  
PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Endowment	Market Value	Quarter Return	FYTD Return
<b>100%</b>	<b>Total System Return</b>	<b>\$ 174,004,293</b>	<b>4.34%</b>	<b>12.62%</b>
16.6%	<b>Lamar University</b> <i>29% Russell 3000, 3.8% BC Credit, 67.2% at 0% Annual Return.</i>	<b>28,806,100</b>	<b>1.34%</b> 1.29%	<b>4.57%</b> 4.77%
42.2%	<b>Sam Houston State University</b> <i>*Currently the policy benchmark is a blend of 27% S&amp;P 500, 12% Russell Mid, 12% Russell 2000, 9% MSCI EAFE, 5% S&amp;P Developed ex-US SC, 26.33% BC Aggregate, 5.66% BC Muni Bond, and 3% ML 6 Month T-Bill.</i>	<b>73,510,332</b>	<b>5.37%</b> 3.39%	<b>14.63%</b> 11.69%
10.1%	<b>Sul Ross State University</b> <i>*Currently the policy benchmark is a blend of 27% S&amp;P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&amp;P Developed Ex-US SC, 4.5% BC Gov/Credit, 7% 91-Day T-Bill, and 23.5% BC Aggregate.</i>	<b>17,615,277</b>	<b>5.02%</b> 3.25%	<b>14.51%</b> 11.39%
31.1%	<b>Texas State University</b> <i>*Currently the Total Blended Index consists of 23.1% S&amp;P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&amp;P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 28% BC Aggregate, 3% 91-Day T-Bill, and 4% ML 6 Month T-Bill.</i>	<b>54,072,583</b>	<b>4.31%</b> 3.39%	<b>13.56%</b> 11.32%
	<b>Lamar Institute of Technology</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Lamar State College - Orange</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Lamar State College - Port Arthur</b> N/A	<b>0</b>	- N/A	- N/A
	<b>Texas State University System Office</b> N/A	<b>0</b>	- N/A	- N/A

Index Listing	Quarter	FYTD
Russell 3000 - Domestic Equity	4.11%	15.83%
S&P 500 - Domestic Equity	3.51%	15.07%
MSCI EAFE - International Equity	9.14%	12.41%
FTSE NAREIT - Real Estate	0.28%	1.35%
BC Int. Gov't - Fixed Income Government / Agency	2.53%	4.59%
BC Credit - Fixed Income Corporates	0.69%	1.66%
BC 3 Yr Muni - Fixed Income Municipal Bonds	0.02%	0.03%
91-Day T-Bill - Fixed Income Money Market	6.72%	14.06%
ML All Invest ex Man V0A1 - Convertibles	3.51%	15.07%
ML 1-3 Year Treasury - Fixed Income Money Market	-0.04%	0.39%
6 Month T-Bill - Fixed Income Money Market	0.06%	0.08%



**Lamar University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

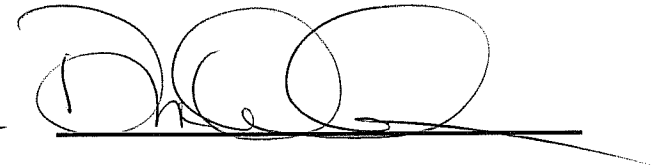
Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income	Return
<b>Operating Funds</b>								
Cash in Bank				\$ 29,820,682.38	\$ 26,208,385.65	\$ 26,208,385.65	\$ 45,542.36	0.10%
Cash in Treasury				\$ 9,567,422.82	\$ 11,619,231.60	\$ 11,619,231.60	\$ 10,515.46	0.11%
TexPool Series 0001	General Fund			\$ 7,073,616.90	\$ 31,968,429.16	\$ 31,968,429.16	\$ 1,519.35	0.01%
<b>Totals</b>				<b>\$ 46,461,722.10</b>	<b>\$ 69,796,046.41</b>	<b>\$ 69,796,046.41</b>	<b>\$ 57,577.17</b>	<b>0.06%</b>
							<b>6 Month T-Bill</b>	<b>0.06%</b>

<b>Non-Operating Funds</b>								
Cash in Bank				\$ 143,961.07	\$ 2,813,561.16	\$ 2,813,561.16	\$ -	0.00%
TexPool Series 0002				\$ 2,967,471.72	\$ 2,967,698.75	\$ 2,967,698.75	\$ 227.03	0.01%
TexPool Series 0001				\$ 5,002,374.28	\$ 5,002,755.12	\$ 5,002,755.12	\$ 380.84	0.01%
<b>Totals</b>				<b>\$ 8,113,807.07</b>	<b>\$ 10,784,015.03</b>	<b>\$ 10,784,015.03</b>	<b>\$ 607.87</b>	<b>0.01%</b>
							<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Lamar University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

DONNA QUEBEDEAUX  
Name of Signee  
Title

ASSOCIATE CONTROLLER



Lamar University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 28,806,100</b>	<b>1.34%</b>	<b>4.57%</b>
	<i>Total Blended Index</i>		1.29%	4.77%
<b>29.0 %</b>	<b>Domestic Equity</b>	<b>\$ 8,353,658</b>	<b>4.37%</b>	<b>15.22%</b>
	<i>Russell 3000</i>		4.11%	15.83%
29.0	<b>Commonfund MS Equity Fund</b>	<b>8,353,658</b>	<b>4.37%</b>	<b>15.22%</b>
<b>3.8 %</b>	<b>Total Fixed Income</b>	<b>\$ 1,103,707</b>	<b>1.87%</b>	<b>3.62%</b>
<b>3.8 %</b>	<b>Corporates</b>	<b>\$ 1,103,707</b>	<b>1.87%</b>	<b>3.62%</b>
	<i>BC Credit</i>		2.53%	4.59%
3.8	<b>Commonfund MS Bond Fund</b>	<b>1,103,707</b>	<b>1.87%</b>	<b>3.62%</b>
<b>67.2 %</b>	<b>Other</b>	<b>\$ 19,348,735</b>	<b>0.01%</b>	<b>0.02%</b>
	<b>Cash in Bank</b>	<b>0</b>	<b>-</b>	<b>0.00%</b>
67.2	<b>Texpool Series 0001</b>	<b>19,348,735</b>	<b>0.01%</b>	<b>0.02%</b>

Blended Indexes are based on the current weights of each asset class and their respective benchmarks. Currently the Total Blended Index is: 29% Russell 3000, 3.8% BC Credit, 67.2% at 0% Annual Return.

Lamar University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$28,398,900	\$196,758	-\$161,329	\$35,305	\$8,115	\$328,351	\$28,806,100
<b>All Equity Composite</b>	\$8,027,521	\$0	-\$23,950	\$23,950	\$7,305	\$318,832	\$8,353,658
<b>Domestic Equity</b>	\$8,027,521	\$0	-\$23,950	\$23,950	\$7,305	\$318,832	\$8,353,658
<b>Commonfund MS Equity Fund</b>	\$8,027,521		-\$23,950	\$23,950	\$7,305	\$318,832	\$8,353,658
<b>Total Fixed Income</b>	\$1,093,378	\$0	-\$9,885	\$9,885	\$810	\$9,519	\$1,103,707
<b>Corporates</b>	\$1,093,378	\$0	-\$9,885	\$9,885	\$810	\$9,519	\$1,103,707
<b>Commonfund MS Bond Fund</b>	\$1,093,378		-\$9,885	\$9,885	\$810	\$9,519	\$1,103,707
<b>Other</b>	\$19,278,001	\$196,758	-\$127,493	\$1,469	\$0	\$0	\$19,348,735
<b>Cash in Bank</b>	\$37,442	\$89,158	-\$126,600				
<b>Texpool Series 0001</b>	\$19,240,558	\$107,600	-\$893	\$1,469		\$0	\$19,348,735

**Sam Houston State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income Return		
<b>Operating Funds</b>									
Cash in Bank				\$ 9,782,327.54	\$ 20,298,306.90	\$ 20,298,306.90	\$ 2,557.95	0.00%	
Cash in Treasury				\$ 44,951,376.15	\$ 43,091,353.45	\$ 43,091,353.45	\$ 43,814.16	0.10%	
TexPool Series 0004	Non Educational			\$ 14,322,735.83	\$ 42,102,321.49	\$ 42,102,321.49	\$ 1,960.58	0.01%	
TexPool Series 0005	Educational & General			\$ 855,145.87	\$ 855,211.28	\$ 855,211.28	\$ 65.41	0.01%	
TexPool Series 0006	Auxiliary			\$ 2,500,440.81	\$ 2,500,632.17	\$ 2,500,632.17	\$ 191.36	0.01%	
TexPool Series 0012	Student Loan Fund			\$ 1,555,142.79	\$ 1,555,261.77	\$ 1,555,261.77	\$ 118.98	0.01%	
TexPool Series 0013	Short Term Student Loan			\$ 585,236.49	\$ 585,281.24	\$ 585,281.24	\$ 44.75	0.01%	
<b>Totals</b>				<b>\$ 74,552,405.48</b>	<b>\$ 110,988,368.30</b>	<b>\$ 110,988,368.30</b>	<b>\$ 48,753.19</b>	<b>0.04%</b>	
								<b>6 Month T-Bill</b>	<b>0.06%</b>
<b>Non-Operating Funds</b>									
Cash in Bank				\$ 1,283,711.00	\$ 1,283,862.42	\$ 1,283,862.42	\$ 151.42	0.01%	
TexPool Series 0007	Pledged Revenue			\$ 2,472,686.38	\$ 2,472,875.58	\$ 2,472,875.58	\$ 189.20	0.01%	
TexPool Series 0008	Designated Funds			\$ 8,436,814.40	\$ 8,437,459.84	\$ 8,437,459.84	\$ 645.44	0.01%	
TexPool Series 0009	Restricted Funds			\$ 1,957,938.94	\$ 1,958,088.79	\$ 1,958,088.79	\$ 149.85	0.01%	
TexPool Series 0010	Quasi Endowments			\$ 251,050.73	\$ 251,069.96	\$ 251,069.96	\$ 19.23	0.01%	
TexPool Series 0011	Endowments			\$ 1,490,968.28	\$ 1,491,082.42	\$ 1,491,082.42	\$ 114.14	0.01%	
TexPool Series 0023	Non-Ed Plant			\$ 367,143.49	\$ 367,171.57	\$ 367,171.57	\$ 28.08	0.01%	
TexPool Series 0025	Performing Arts Center			\$ 1,002,466.26	\$ 1,002,542.88	\$ 1,002,542.88	\$ 76.62	0.01%	
TexPool Series 0028	Residence Hall Bonds 2011			\$ 1,410,801.49	\$ 1,410,909.46	\$ 1,410,909.46	\$ 107.97	0.01%	
Cash in Bank (Trustmark)				\$ 2,510.47	\$ 2,510.98	\$ 2,510.98	\$ 0.02	0.00%	
Baird Advisors FI	*Holdings Report Attached			\$ 15,069,989.81	\$ 15,099,022.62	\$ 15,649,067.89	\$ 198,452.74	0.25%	
Agincourt Capital Mgmt	*Holdings Report Attached			\$ 12,954,691.39	\$ 13,023,025.92	\$ 13,125,711.85	\$ 106,243.56	0.57%	
Atlanta Capital Mgmt	*Holdings Report Attached			\$ 7,505,222.74	\$ 7,516,600.05	\$ 7,504,829.80	\$ 18,933.97	0.20%	
TexPool Series 0032	Series 2013 Construction E			\$ 2,002,462.04	\$ 2,002,615.21	\$ 2,002,615.21	\$ 153.17	0.01%	
<b>Totals</b>				<b>\$ 56,208,457.42</b>	<b>\$ 56,318,837.70</b>	<b>\$ 56,959,798.65</b>	<b>\$ 325,265.41</b>	<b>0.23%</b>	
								<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Sam Houston State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 \_\_\_\_\_  
 Name of Signee  
 Title  
*Executive VP for Administration*

*2/24/14*



SAM HOUSTON STATE UNIVERSITY  
 NON-OPERATING/BAIRD ADVISORS/  
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 CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period: 02/01/2014 through 02/28/2014  
 Account Number: 1044005609

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
572,720	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	572,720.00	572,720.00	4	3.35
		572,720.00	572,720.00	4	3.35
<b>US GOVT. OBLIGATIONS</b>					
500,000	CUSIP # 3135G0TJ2 FED NATL MTG ASSN DTD 01/29/2013 .5% 01/29/2016-2013 LAST PRICED: 02/28/2014	500,250.00	499,750.00	3	222.22
700,000	CUSIP # 912828LZ1 U S TREASURY NOTE DTD 11/30/2009 2.125% 11/30/2014 LAST PRICED: 02/28/2014	710,360.00	723,135.16	5	3,718.75
2,875,000	CUSIP # 912828NR7 U S TREASURY NOTE DTD 07/31/2010 2.375% 07/31/2017 LAST PRICED: 02/28/2014	3,016,967.50	3,021,099.48	20	5,470.04
650,000	CUSIP # 912828QY9 U S TREASURY NOTE DTD 07/31/2011 2.25% 07/31/2018 LAST PRICED: 02/28/2014	676,455.00	676,294.17	4	585.81
		4,904,032.50	4,920,278.81	32	9,996.82
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					
72,706.43825	CUSIP # 31358PQU4 FED NATL MTG ASSN SERIES 1992-136 CLASS PK DTD 08/01/1992 6% 08/25/2022 LAST PRICED: 02/28/2014	79,234.24	80,158.86	1	351.41



SAM HOUSTON STATE UNIVERSITY  
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**STATEMENT OF ACCOUNT**

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Statement Period 02/01/2014 through 02/28/2014  
 Account Number 1044005609

**Asset Detail As Of 02/28/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
97,679.48	CUSIP # 3136AGLY6 FED NATL MTG ASSN SERIES 2013-M12 CLASS FA DTD 09/25/2013 4855% 10/25/2017 LAST PRICED: 02/28/2014	97,835.57	97,679.48	1	7.90
100,859.199	CUSIP # 31392EPT1 FED NATL MTG ASSN SERIES 2002-56 CLASS MC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 02/28/2014	106,214.92	106,690.13	1	446.86
		283,284.73	284,528.47	2	806.17
MUNICIPAL OBLIGATIONS					
215,000	CUSIP # 011536EJ4 ALAMOSA & CONEJOS CNTY CO SCH DIST #RE11J TXBL-CABS-REF-SER B G/O UNLTD NON-CALLABLE ZERO CPN FED TAXABLE OID DTD 03/20/2013 0% 12/01/2014 LAST PRICED: 02/28/2014	212,284.55	212,284.55	1	2,240.30
300,000	CUSIP # 014464RD5 ALEDO TEX INDPT SCH DIST PREREFUNDED-SCH BLDG-SER A G/O UNLTD FED TAX-EXEMPT DTD 04/15/2005 5% 02/15/2024-2015 LAST PRICED: 02/28/2014	313,728.00	326,235.00	2	666.67
150,000	CUSIP # 154686BK4 CENTRAL OHIO SOLID WASTE AUTH SER B G/O LTD FED & ST TAX-EXEMPT DTD 10/21/2004 5% 12/01/2022-2014 LAST PRICED: 02/28/2014	155,382.00	162,078.00	1	1,875.00
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: 02/28/2014	129,577.50	130,000.00	1	776.10



SAM HOUSTON STATE UNIVERSITY  
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**STATEMENT OF ACCOUNT**

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Statement Period 02/01/2014 through 02/28/2014  
 Account Number 1044005609

**Asset Detail As Of 02/28/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
220,000	CUSIP # 2866777D5 ELIZABETH N J G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 05/17/2013 1.42% 03/01/2015 LAST PRICED: 02/28/2014	220,345.40	220,000.00	1	1,562.00
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: 02/28/2014	109,128.00	113,920.00	1	1,933.33
100,000	CUSIP # 373541T68 GEORGIA MUN ELEC AUTH PWR REV TXBL-SER D REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 12/21/2011 3.052% 01/01/2016 LAST PRICED: 02/28/2014	102,487.00	104,319.00	1	508.67
125,000	CUSIP # 43232FJ86 HILLSBOROUGH CNTY FL CAPITAL IMPT PROGRAM REF-CRIMINAL JUSTICE FACS REV BDS NON-CALLABLE FED TAX-EXEMPT DTD 06/30/2003 5% 08/01/2016 LAST PRICED: 02/28/2014	138,815.00	143,435.00	1	520.83
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: 02/28/2014	110,794.00	114,558.00	1	833.33
255,000	CUSIP # 483686BF7 KANAWHA PUTNAM CNTY HUNTINGTON CHARLESTON W VA SF MTGE COMPOUND INT-1984 SER A REV BDS NON-CALLABLE FED & ST TAX-EXEMPT ZERO CPN OID DTD 09/19/1984 0% 12/01/2016 LAST PRICED: 02/28/2014	251,192.85	247,262.90	2	0.00



SAM HOUSTON STATE UNIVERSITY  
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## STATEMENT OF ACCOUNT

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Statement Period 02/01/2014 through 02/28/2014  
Account Number 1044005609

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
145,000	CUSIP # 501445KD1 KUTZTOWN PA TXBL-SER A G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 04/02/2013 1.488% 11/15/2015 LAST PRICED: 02/28/2014	146,112.15	145,000.00	1	635.29
735,000	CUSIP # 507408KV3 LAKE & MCHENRY CNTYS IL CMNTY UNIT SCH DIST #118 UNREFUNDED-SER A G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 05/01/20 5% 01/01/2019-2015 LAST PRICED: 02/28/2014	763,966.35	796,362.00	5	6,125.00
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: 02/28/2014	325,449.00	333,774.00	2	2,000.00
135,000	CUSIP # 570850JX6 MARLBORO TWP NJ BRD OF EDU TXBL-REF G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 03/26/2013 .788% 07/15/2015 LAST PRICED: 02/28/2014	135,648.00	135,000.00	1	135.93
225,000	CUSIP # 575577KI7 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: 02/28/2014	258,315.75	266,161.50	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: 02/28/2014	168,595.85	174,149.35	1	1,329.17





SAM HOUSTON STATE UNIVERSITY  
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## STATEMENT OF ACCOUNT

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Statement Period 02/01/2014 through 02/28/2014  
 Account Number 1044005609

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
350,000	CUSIP # 576000BJ1 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REV SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 5% 08/15/2025-2015 LAST PRICED: 02/28/2014	374,377.50	389,116.00	2	777.78
230,000	CUSIP # 576000NS8 MASSACHUSETTS ST SCH BLDG AUTH SALES TAX REVENUE PREREFUNDED 2012-2-SER A REV BDS FED & ST TAX-EXEMPT DTD 08/17/2005 DTD 08/17/2005 5% 08/15/2030-2015 LAST PRICED: 02/28/2014	245,847.00	255,548.40	2	511.11
100,000	CUSIP # 592710EM5 METUCHEN NJ SCH DIST G/O UNLTD FED & ST TAX-EXEMPT DTD 03/15/2005 4.375% 08/15/2022-2015 LAST PRICED: 02/28/2014	106,064.00	109,516.00	1	194.44
150,000	CUSIP # 623040GN6 MOUNT SAN ANTONIO CA CMNTY CLG DIST TXBL-REF-ELECTION 2008-SER B G/O UNLTD NON-CALLABLE FED TAXABLE/ST TAX-EXEMPT DTD 08/01/2013 .717% 08/01/2014 LAST PRICED: 02/28/2014	150,205.50	150,000.00	1	89.63
135,000	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: 02/28/2014	134,906.85	135,000.00	1	281.25
105,000	CUSIP # 658256J45 NORTH CAROLINA ST PREREFUNDED-PUB IMPT-SER A G/O UNLTD FED & ST TAX-EXEMPT DTD 01/01/2005 5% 03/01/2021-2015 LAST PRICED: 02/28/2014	109,922.40	114,308.25	1	2,625.00



SAM HOUSTON STATE UNIVERSITY  
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## STATEMENT OF ACCOUNT

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Statement Period: 02/01/2014 through 02/28/2014  
 Account Number: 1044005609

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
525,000	CUSIP # 6591544W5 NORTH EAST TX INDEP SCH DIST PREREFUNDED-REF G/O UNLTD FED TAX-EXEMPT DTD 08/01/2005 5% 02/01/2026-2015 LAST PRICED: 02/28/2014	560,584.50	582,550.50	4	2,187.50
125,000	CUSIP # 662858EE5 NORTH TEXAS TOLLWAY AUTH DALLAS N TOLLWAY SYS REV SER A REV BDS FED TAX-EXEMPT OID DTD 03/01/2005 4.5% 01/01/2038-2015 LAST PRICED: 02/28/2014	129,413.75	134,315.00	1	937.50
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: 02/28/2014	81,320.25	80,160.75	1	616.39
190,000	CUSIP # 7048792G9 PEARLAND TEX INDPT SCH DIST PREREFUNDED-REF SCHOOLHOUSE SER A G/O UNLTD FED TAX-EXEMPT DTD 11/15/2005 5% 02/15/2022-2015 LAST PRICED: 02/28/2014	198,694.40	206,809.30	1	422.22
100,000	CUSIP # 720560QF1 PIERCE CNTY WA SCH DIST #400 CLOVER PARK G/O UNLTD FED TAX-EXEMPT DTD 06/01/2006 5% 12/01/2023-2016 LAST PRICED: 02/28/2014	110,408.00	114,211.00	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: 02/28/2014	276,985.00	286,335.00	2	2,083.33



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
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: 02/28/2014	125,286.25	125,000.00	1	141.99
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: 02/28/2014	505,516.50	521,833.50	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: 02/28/2014	162,888.65	168,089.80	1	2,416.67
400,000	CUSIP # 768364GX3 RIVER ROAD TX INDEP SCH DIST G/O UNLTD 5% 08/15/2025-2015 LAST PRICED: 02/28/2014	427,860.00	444,140.00	3	888.89
725,000	CUSIP # 795560CE9 SALT LAKE & SANDY UT MET WTR DIST WTR SER A REV BDS FED & ST TAX-EXEMPT DTD 01/15/2005 5% 07/01/2018-2015 LAST PRICED: 02/28/2014	770,725.75	802,009.50	5	6,041.67
115,000	CUSIP # 88880NAF6 TOBACCO SETTLEMENT FING CORP VA ASSET BKD REV BDS FED & ST TAX-EXEMPT OID DTD 05/16/2005 5.5% 06/01/2026-2015 LAST PRICED: 02/28/2014	119,755.25	120,426.85	1	1,581.25
150,000	CUSIP # 91412GSW6 UNIV OF CALIFORNIA CA REVS TXBL-GEN-SER AJ REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 10/02/2013 .528% 05/15/2015 LAST PRICED: 02/28/2014	150,318.00	150,000.00	1	327.80



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 97705LEQ6 WISCONSIN ST SER E G/O UNLTD FED TAX-EXEMPT/ST TAXABLE DTD 10/21/2004 5% 05/01/2019-2015 LAST PRICED: 02/28/2014	105,537.00	109,804.00	1	1,666.67
465,000	CUSIP # 977123TX6 WISCONSIN ST TRANSPRTN SER A DTD 03/10/2005 5% 07/01/2025-2015 LAST PRICED: 02/28/2014	494,327.55	513,650.35	3	3,875.00
		8,882,765.50	9,137,363.50	59	59,432.71
<b>CORPORATE BONDS</b>					
113,000	CUSIP # 36962GLF9 GENERAL ELEC CAP CORP DTD 09/10/1997 6.9% 09/15/2015 LAST PRICED: 02/28/2014	123,072.82	129,451.67	1	3,595.28
250,000	CUSIP # 459200GX3 INTL BUSINESS MACHINES CORP DTD 07/22/2011 1.95% 07/22/2016 LAST PRICED: 02/28/2014	257,692.50	259,420.00	2	528.13
150,000	CUSIP # 713448CF3 PEPSICO INC DTD 02/28/2013 .44435% 02/26/2016 LAST PRICED: 02/28/2014	150,303.00	150,000.00	1	5.55
176,000	CUSIP # 98385XAG1 XTO ENERGY INC DTD 04/13/2005 5.3% 06/30/2015 LAST PRICED: 02/28/2014	187,445.28	195,305.44	1	1,580.58
		718,513.60	734,177.11	5	5,709.54



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	15,361,316.33			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	338,242.30			
	NET ASSETS	15,023,074.03			
	ACCRUED INCOME	75,948.59			
	TOTAL MARKET VALUE	15,099,022.62			



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**Asset Detail As Of 02/28/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
484,523.11	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	484,523.11	484,523.11	4	2.73
		484,523.11	484,523.11	4	2.73
<b>US GOVT. OBLIGATIONS</b>					
2,795,000	CUSIP # 912828RB8 U S TREASURY NOTE DTD 08/15/2011 .5% 08/15/2014 LAST PRICED: 02/28/2014	2,800,254.60	2,801,996.86	22	540.47
2,465,000	CUSIP # 912828SJ0 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 02/28/2014	2,477,127.80	2,463,171.92	19	58.61
		5,277,382.40	5,265,168.78	41	599.08
<b>MORTGAGE BACKED SECURITIES</b>					
1,067,402.77	CUSIP # 31294UA29 FED HOME LOAN MTG CORP POOL E09025 DTD 02/01/2013 2.5% 03/01/2028 LAST PRICED: 02/28/2014	1,074,927.96	1,103,427.61	8	2,223.76
701,542.78	CUSIP # 31294UATO FED HOME LOAN MTG CORP POOL E09018 DTD 12/01/2012 2.5% 01/01/2028 LAST PRICED: 02/28/2014	706,488.66	726,535.25	5	1,461.55
805,155.08	CUSIP # 3138A4Y58 FED NATL MTG ASSN POOL AH3431 DTD 01/01/2011 3.5% 01/01/2026 LAST PRICED: 02/28/2014	852,031.21	854,345.04	7	2,348.37



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		2,633,447.83	2,684,307.90	20	6,033.68
<b>CORPORATE BONDS</b>					
300,000	CUSIP # 046353AB4 ASTRAZENECA PLC DTD 09/12/2007 5.9% 09/15/2017 LAST PRICED: 02/28/2014	347,931.00	361,191.00	3	8,161.67
300,000	CUSIP # 06406HBZ1 BANK OF NEW YORK MELLON DTD 11/23/2011 1.7% 11/24/2014-2014 LAST PRICED: 02/28/2014	302,628.00	306,465.00	2	1,374.17
300,000	CUSIP # 084664BS9 BERKSHIRE HATHAWAY FIN DTD 05/15/2012 1.6% 05/15/2017 LAST PRICED: 02/28/2014	305,589.00	305,823.00	2	1,413.33
170,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 02/28/2014	186,466.20	187,581.40	1	233.75
250,000	CUSIP # 191216AK6 COCA COLA CO DTD 11/01/2007 5.35% 11/15/2017 LAST PRICED: 02/28/2014	287,125.00	297,177.50	2	3,938.19
300,000	CUSIP # 36962G3H5 GENERAL ELEC CAP CORP SERIES MTN DTD 09/24/2007 5.625% 09/15/2017 LAST PRICED: 02/28/2014	343,749.00	353,877.00	3	7,781.25
300,000	CUSIP # 459200GJ4 INTL BUSINESS MACHINES CORP DTD 09/14/2007 5.7% 09/14/2017 LAST PRICED: 02/28/2014	345,381.00	360,084.00	3	7,932.50
300,000	CUSIP # 594918AB0 MICROSOFT CORP DTD 05/18/09 2.95% 06/01/2014 LAST PRICED: 02/28/2014	301,929.00	310,065.00	2	2,212.50



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
298,000	CUSIP # 656531AF7 NORSK HYDRO A/S DTD 01/15/1998 6.7% 01/15/2018 LAST PRICED: 02/28/2014	355,150.44	358,172.16	3	2,551.21
300,000	CUSIP # 822582AC6 SHELL INTERNATIONAL FIN DTD 03/22/2007 5.2% 03/22/2017 LAST PRICED: 02/28/2014	337,377.00	349,608.00	3	6,890.00
100,000	CUSIP # 842434CD2 SOUTHERN CALIF GAS CO SERIES HH DTD 10/17/2003 5.45% 04/15/2018 LAST PRICED: 02/28/2014	114,863.00	120,534.00	1	2,058.89
300,000	CUSIP # 89233P6S0 TOYOTA MOTOR CREDIT CORP DTD 10/05/2012 1.25% 10/05/2017 LAST PRICED: 02/28/2014	299,205.00	300,426.00	2	1,520.83
300,000	CUSIP # 911312AH9 UNITED PARCEL SERVICE INC DTD 01/15/2008 5.5% 01/15/2018 LAST PRICED: 02/28/2014	344,340.00	345,582.00	3	2,108.33
300,000	CUSIP # 931142CJ0 WAL-MART STORES INC DTD 08/24/2007 5.8% 02/15/2018 LAST PRICED: 02/28/2014	349,581.00	366,111.00	3	773.33
300,000	CUSIP # 98385XAL0 XTO ENERGY INC DTD 07/19/2007 6.25% 08/01/2017 LAST PRICED: 02/28/2014	350,010.00	369,015.00	3	1,562.50
		4,571,324.64	4,691,712.06	35	50,512.45





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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	12,966,677.98			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	12,966,677.98			
	ACCRUED INCOME	57,147.94			
	TOTAL MARKET VALUE	13,023,825.92			



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
46,125.3	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND -SS 396-A	46,125.30	46,125.30	1	0.54
		46,125.30	46,125.30	1	0.54
<b>US TREASURY BILLS</b>					
75,000	CUSIP # 912796CLI U S TREASURY BILL DTD 11/14/2013 11/13/2014 LAST PRICED: 02/28/2014	74,907.48	74,907.48	1	44.52
		74,907.48	74,907.48	1	44.52
<b>US GOVT. OBLIGATIONS</b>					
250,000	CUSIP # 3134G4HK7 FED HOME LOAN MTG CORP DTD 10/24/2013 .5% 10/24/2016-2014 LAST PRICED: 02/28/2014	250,387.50	250,000.00	3	440.97
250,000	CUSIP # 3135G0LN1 FED NATL MTG ASSN DTD 05/21/2012 .5% 07/02/2015 LAST PRICED: 02/28/2014	250,815.00	250,810.00	3	204.86
250,000	CUSIP # 3135G0NV1 FED NATL MTG ASSN DTD 08/17/2012 .5% 09/28/2015 LAST PRICED: 02/28/2014	250,765.00	250,663.00	3	531.25
250,000	CUSIP # 3135G0VA8 FED NATL MTG ASSN DTD 02/15/2013 .5% 03/30/2016 LAST PRICED: 02/28/2014	250,420.00	250,470.75	3	524.31
250,000	CUSIP # 3137EADA4 FED HOME LOAN MTG CORP FR DTD 12/16/11 .625% 12/29/2014 LAST PRICED: 02/28/2014	250,955.00	251,607.50	3	269.10



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
100,000	CUSIP # 3137EADQ9 FED HOME LOAN MTG CORP DTD 03/07/2013 .5% 05/13/2016 LAST PRICED: 02/28/2014	100,237.00	99,958.80	1	150.00
390,000	CUSIP # 912828A67 U S TREASURY NOTE DTD 12/31/2013 .25% 12/31/2015 LAST PRICED: 02/28/2014	389,816.70	389,053.33	5	160.71
80,000	CUSIP # 912828B82 U S TREASURY NOTE DTD 02/28/2014 .25% 02/29/2016 LAST PRICED: 02/28/2014	79,875.20	79,837.83	1	0.54
265,000	CUSIP # 912828QU7 U S TREASURY NOTE DTD 07/15/2011 .625% 07/15/2014 LAST PRICED: 02/28/2014	265,527.35	266,512.22	4	205.89
350,000	CUSIP # 912828RB8 U S TREASURY NOTE DTD 08/15/2011 .5% 08/15/2014 LAST PRICED: 02/28/2014	350,658.00	350,766.80	5	67.68
620,000	CUSIP # 912828SE1 U S TREASURY NOTE ISSUE DATE 02/01/2012 .25% 02/15/2015 LAST PRICED: 02/28/2014	620,607.60	619,977.86	8	59.94
115,000	CUSIP # 912828SJ0 U S TREASURY NOTE DTD 02/29/2012 .875% 02/28/2017 LAST PRICED: 02/28/2014	115,565.80	114,843.16	2	2.73
235,000	CUSIP # 912828SK7 U S TREASURY NOTE DTD 03/15/2012 .375% 03/15/2015 LAST PRICED: 02/28/2014	235,540.50	235,473.94	3	406.54
365,000	CUSIP # 912828TT7 U S TREASURY NOTE DTD 10/15/2012 .25% 10/15/2015 LAST PRICED: 02/28/2014	365,029.20	363,817.44	5	343.44



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
425,000	CUSIP # 912828TX8 U S TREASURY NOTE DTD 11/15/2012 .375% 11/15/2015 LAST PRICED: 02/28/2014	425,845.75	424,401.82	6	466.68
50,000	CUSIP # 912828UC2 U S TREASURY NOTE DTD 12/15/2012 .25% 12/15/2015 LAST PRICED: 02/28/2014	49,978.50	49,652.51	1	26.10
305,000	CUSIP # 912828UK4 U S TREASURY NOTE DTD 01/31/2013 .25% 01/31/2015 LAST PRICED: 02/28/2014	305,298.90	304,989.11	4	61.08
355,000	CUSIP # 912828UM0 U S TREASURY NOTE DTD 02/15/2013 .375% 02/15/2016 LAST PRICED: 02/28/2014	355,372.75	354,143.38	5	51.48
375,000	CUSIP # 912828US7 U S TREASURY NOTE DTD 03/15/2013 .375% 03/15/2016 LAST PRICED: 02/28/2014	375,236.25	374,586.22	5	648.74
250,000	CUSIP # 912828VG2 U S TREASURY NOTE DTD 06/15/2013 .5% 06/15/2016 LAST PRICED: 02/28/2014	250,450.00	250,067.25	3	260.99
		5,538,382.00	5,531,632.92	74	4,883.03
<b>MORTGAGE BACKED SECURITIES</b>					
101,255.36	CUSIP # 3136ADZT9 FED NATL MTG ASSN SERIES 2013-M5 CLASS ASQ2 DTD 04/01/2013 .59482% 08/25/2015 LAST PRICED: 02/28/2014	101,457.36	101,255.36	1	48.52
		101,457.36	101,255.36	1	48.52
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
165,868.15	CUSIP # 3136A0QW0 FED NATL MTG ASSN ASERIES 2011-79 CLASS GC DTD 07/01/2011 2% 12/25/2022 LAST PRICED: 02/28/2014	168,733.02	169,512.31	2	267.23
140,006.14	CUSIP # 3136A3UG4 FED NATL MTG ASSN SERIES 2012-1 CLASS AE DTD 01/01/2012 1.75% 12/25/2021 LAST PRICED: 02/28/2014	141,820.20	142,806.27	2	197.37
52,019.75	CUSIP # 3137A7Z52 FEDERAL HOME LOAN MTG CORP SERIES 3825 CLASS AB DTD 03/01/2011 3% 08/15/2020 LAST PRICED: 02/28/2014	53,905.00	53,807.93	1	125.71
110,675.55	CUSIP # 3137A9E28 FED HOME LOAN MTG CORP SERIES 3840 CLASS BA DTD 04/01/2011 2% 02/15/2018 LAST PRICED: 02/28/2014	112,605.73	112,785.31	1	178.31
22,369.09	CUSIP # 3137AB6F3 FED HOME LOAN MTG CORP SERIES 3852 CLASS EA DTD 05/01/2011 4.5% 12/15/2021 LAST PRICED: 02/28/2014	23,802.93	23,809.10	0	81.09
36,954.1864	CUSIP # 3137ABC33 FED HOME LOAN MTG CORP SERIES 3864 CLASS CA DTD 05/01/2011 2% 08/15/2018 LAST PRICED: 02/28/2014	37,676.86	37,727.92	1	59.54
65,213.7	CUSIP # 31393JQU5 FED HOME LOAN MTG CORP SERIES 2573 CLASS HC DTD 02/01/2003 4.5% 02/15/2018 LAST PRICED: 02/28/2014	68,511.10	68,229.83	1	236.40
83,415.7	CUSIP # 31393NK24 FED HOME LOAN MTG CORP SERIES 2590 CLASS NV DTD 03/01/2003 5% 03/15/2018 LAST PRICED: 02/28/2014	88,325.30	89,150.55	1	335.98



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
99,539.05375	CUSIP # 31393QQP0 FED HOME LOAN MTG CORP SERIES 2622 CLASS FE DTD 05/01/2003 4.5% 05/15/2018 LAST PRICED: 02/28/2014	104,908.69	104,888.29	1	360.83
73,083.45	CUSIP # 31394LUH3 FED HOME LOAN MTG CORP SERIES 2707 CLASS QE DTD 11/01/2003 4.5% 11/15/2018 LAST PRICED: 02/28/2014	77,564.78	78,199.29	1	264.93
78,897.02	CUSIP # 31394RLZ0 FED HOME LOAN MTG CORP SERIES 2752 CLASS JB DTD 02/01/2004 4.5% 02/15/2019 LAST PRICED: 02/28/2014	83,781.85	84,617.04	1	286.00
35,739.72	CUSIP # 31394XTB2 FED HOME LOAN MTG CORP SERIES 2780 CLASS YC DTD 04/01/2004 5% 04/15/2019 LAST PRICED: 02/28/2014	37,778.42	37,794.76	1	143.95
90,129.52	CUSIP # 31395FHB3 FED HOME LOAN MTG CORP SERIES 2854 CLASS AK DTD 09/01/2004 4% 09/15/2019 LAST PRICED: 02/28/2014	95,299.26	95,086.64	1	290.42
52,334.97	CUSIP # 31396WL95 FED NATL MTG ASSN SERIES 2007-68 CLASS WB DTD 06/01/2007 4.5% 10/25/2020 LAST PRICED: 02/28/2014	55,435.61	55,213.40	1	189.71
46,267.68	CUSIP # 31396YXB3 FED NATL MTG ASSN SERIES 2008-18 CLASS HD DTD 02/01/2008 4% 12/25/2018 LAST PRICED: 02/28/2014	48,401.04	48,581.07	1	149.08
109,756.27	CUSIP # 31397FS37 FED HOME LOAN MTG CORP SERIES 3294 CLASS DB DTD 03/01/2007 4.5% 03/15/2022 LAST PRICED: 02/28/2014	117,069.00	117,542.11	2	397.87



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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
50,636.37	CUSIP # 31397UDX4 FED NATL MTG ASSN SERIES 2011-47 CLASS MA DTD 05/01/2011 2.5% 01/25/2022 LAST PRICED: 02/28/2014	52,037.38	52,028.87	1	101.98
84,801.67	CUSIP # 31398M5V4 FED NATL MTG ASSN SERIES 2010-30 CLASS DB DTD 03/01/2010 2% 08/25/2018 LAST PRICED: 02/28/2014	86,397.72	85,861.70	1	136.62
123,176.03	CUSIP # 31398QUB1 FED HOME LOAN MTG CORP SERIES 3747 CLASS NA DTD 10/01/2010 1.3% 10/15/2018 LAST PRICED: 02/28/2014	124,184.47	124,523.27	2	128.99
43,831.87	CUSIP # 31398SJH7 FED NATL MTG ASSN SERIES 2010-128 CLASS LA DTD 10/01/2010 2% 11/25/2020 LAST PRICED: 02/28/2014	44,584.16	44,626.34	1	70.62
38,145.84	CUSIP # 31398VHD1 FED HOME LOAN MTG CORP SERIES 3640 CLASS JA DTD 03/01/2010 1.5% 03/15/2015 LAST PRICED: 02/28/2014	38,239.83	38,372.33	1	46.09
84,581.41	CUSIP # 31398VU87 FED HOME LOAN MTG CORP SERIES 3659 CLASS DB DTD 04/01/2010 1.5% 03/15/2019 LAST PRICED: 02/28/2014	85,538.03	85,744.41	1	102.20
		1,746,600.38	1,750,908.74	23	4,150.92



SAM HOUSTON STATE UNIVERSITY  
NON-OPERATING/ATLANTA CAPITAL  
MANAGEMENT/TRUSTMARK NATIONAL  
BANK CUSTODIAN

## STATEMENT OF ACCOUNT

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Statement Period  
Account Number

02/01/2014 through 02/28/2014  
1044005618

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	7,507,472.52			
	CASH	0.00			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	7,507,472.52			
	ACCRUED INCOME	9,127.53			
	TOTAL MARKET VALUE	7,516,600.05			



**Sam Houston State University**  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 73,510,332</b>	<b>5.37%</b>	<b>14.63%</b>
	<i>Total Blended Index</i>		3.39%	11.69%
<b>71.4 %</b>	<b>All Equity Composite</b>	<b>\$ 52,515,430</b>	<b>5.60%</b>	<b>17.69%</b>
	<i>Blended Equity Index</i>		3.88%	15.70%
<b>58.1 %</b>	<b>Domestic Equity</b>	<b>\$ 42,699,511</b>	<b>6.07%</b>	<b>18.22%</b>
	<i>Russell 3000</i>		4.11%	15.83%
0.8	Vanguard Prime Cap Fund - VPMAX	551,333	6.84%	21.98%
9.6	Vanguard Instl Index - VINIX	7,054,963	3.50%	16.09%
10.1	Laudus LCG Fund - LGILX	7,411,437	8.09%	21.23%
9.5	Parnassus LCV Fund - PRILX	7,016,717	3.03%	14.82%
15.0	Columbus Circle SMID G	11,057,556	11.07%	21.73%
13.1	Baird Investment Mgmt SMID V	9,607,505	2.93%	16.12%
<b>13.4 %</b>	<b>International Equity</b>	<b>\$ 9,815,919</b>	<b>3.54%</b>	<b>15.28%</b>
	<i>MSCI EAFE</i>		2.88%	15.11%
8.1	Hancock Horizon Intl LC - HHDTX	5,935,455	1.17%	11.98%
5.3	Driehaus Intl SCG - DRIOX	3,880,464	7.24%	20.51%
<b>12.8 %</b>	<b>Real Estate</b>	<b>\$ 9,410,023</b>	<b>5.70%</b>	<b>7.35%</b>
	<i>FTSE NAREIT</i>		9.14%	12.41%
12.8	Rems RE Income - RREIX	9,410,023	5.70%	7.35%
<b>15.7 %</b>	<b>Total Fixed Income</b>	<b>\$ 11,507,314</b>	<b>4.61%</b>	<b>7.24%</b>
	<i>Blended Fixed Index</i>		2.99%	6.13%
<b>4.1 %</b>	<b>Corporates</b>	<b>\$ 3,007,267</b>	<b>1.51%</b>	<b>2.96%</b>
	<i>BC Credit</i>		2.53%	4.59%
4.1	Agincourt Capital Mgmt	3,007,267	1.51%	2.96%
<b>4.2 %</b>	<b>Municipal Bonds</b>	<b>\$ 3,116,394</b>	<b>3.20%</b>	<b>6.87%</b>
	<i>BC 3 Yr Muni</i>		0.69%	1.66%
4.2	iShares S&P Natl Muni - MUB	3,116,394	3.20%	6.87%
<b>2.3 %</b>	<b>Money Markets</b>	<b>\$ 1,722,659</b>	<b>0.16%</b>	<b>0.51%</b>
	<i>91-Day T-Bill</i>		0.02%	0.03%
2.3	Ridgeworth Ultra Short- SIGVX	1,722,659	0.16%	0.51%
<b>5.0 %</b>	<b>Hybrid Securities</b>	<b>\$ 3,660,994</b>	<b>7.80%</b>	<b>16.83%</b>
	<i>ML All Invest ex Man VOA1</i>		6.72%	14.06%
0.1	Invesco Convertibles - Class A	68,335	6.35%	12.62%
4.9	Tortoise Capital - MLP	3,592,659	7.83%	16.91%
<b>0.1 %</b>	<b>Other</b>	<b>\$ 77,565</b>	<b>1.42%</b>	<b>1.42%</b>
0.1	Money Market Sweep	77,565	1.42%	1.42%

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 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$69,852,159	\$39,172	-\$40,135	\$1,448,183	-\$16,529	\$2,227,481	\$73,510,332
<b>All Equity Composite</b>	\$49,767,418	\$6,911	\$0	\$1,031,514	-\$4,251	\$1,713,838	\$52,515,430
<b>Domestic Equity</b>	\$40,282,258	\$6,911	\$0	\$583,764	-\$3,262	\$1,829,840	\$42,699,511
Vanguard Prime Cap Fund - VPMAX	\$516,029			\$25,471		\$9,833	\$551,333
Vanguard Instl Index - VINIX	\$6,816,207			\$36,631	-\$495	\$20,620	\$7,054,963
Laudus LCG Fund - LGILX	\$6,856,782			\$441,720	-\$495	\$113,430	\$7,411,437
Parnassus LCV Fund - PRILX	\$6,810,477			\$33,693	-\$495	\$173,042	\$7,016,717
Columbus Circle SMID G	\$9,948,522	\$6,911		\$8,520	-\$940	\$1,094,542	\$11,057,556
Baird Investment Mgmt SMID V	\$9,334,241			\$37,729	-\$838	\$236,373	\$9,607,505
<b>International Equity</b>	\$9,485,159	\$0	\$0	\$447,750	-\$989	-\$116,002	\$9,815,919
Hancock Horizon Intl LC - HHDTX	\$5,866,822			\$37,297	-\$495	\$31,829	\$5,935,455
Driehaus Intl SCG - DRIOX	\$3,618,337			\$410,453	-\$495	-\$147,831	\$3,880,464
<b>Real Estate</b>	\$8,902,628	\$0	\$0	\$312,919	-\$495	\$194,971	\$9,410,023
Rems RE Income - RREIX	\$8,902,628			\$312,919	-\$495	\$194,971	\$9,410,023
<b>Total Fixed Income</b>	\$11,125,296	\$8,556	-\$36,177	\$103,750	-\$11,783	\$317,672	\$11,507,314
<b>Corporates</b>	\$2,964,383	\$0	-\$1,931	\$33,532	-\$1,930	\$13,214	\$3,007,267
Agincourt Capital Mgmt	\$2,964,383		-\$1,931	\$33,532	-\$1,930	\$13,214	\$3,007,267
<b>Municipal Bonds</b>	\$3,043,163	\$0	-\$23,692	\$15,828	-\$495	\$81,590	\$3,116,394
iShares S&P Natl Muni - MUB	\$3,043,163		-\$23,692	\$15,828	-\$495	\$81,590	\$3,116,394
<b>Money Markets</b>	\$1,719,861	\$0	\$0	\$2,797	-\$495	\$496	\$1,722,659
Ridgeworth Ultra Short- SIGVX	\$1,719,861			\$2,797	-\$495	\$496	\$1,722,659
<b>Hybrid Securities</b>	\$3,397,889	\$8,556	-\$10,554	\$51,593	-\$8,863	\$222,373	\$3,660,994
Invesco Convertibles - Class A	\$66,119		-\$1,895	\$1,895		\$2,216	\$68,335
Tortoise Capital - MLP	\$3,331,770	\$8,556	-\$8,659	\$49,697	-\$8,863	\$220,157	\$3,592,659
<b>Other</b>	\$56,817	\$23,704	-\$3,957	\$0	\$0	\$1,000	\$77,565
Money Market Sweep	\$56,817	\$23,704	-\$3,957	\$0	\$0	\$1,000	\$77,565

**Sul Ross State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 02/28/14		
				As of 11/30/13	As of 02/28/14	As of 02/28/14	Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank - WTNB				\$ 3,456,722.71	\$ 3,297,121.97	\$ 3,297,121.97	\$ 4,683.29	0.09%	
Cash in Treasury				\$ 999,924.87	\$ 1,161,988.51	\$ 1,161,988.51	\$ 870.73	0.09%	
TexPool Series 0001	General Fund			\$ 13,469,177.28	\$ 16,682,175.24	\$ 16,682,175.24	\$ 1,137.05	0.01%	
MBS FNMA (CMO)	31358TRG	11/29/1993	2/25/2023	\$ 1,895.95	\$ 1,748.48	\$ 1,498.13	\$ 127.70	-1.02%	
WTNB - Payroll				\$ 43,650.51	\$ 132,392.57	\$ 132,392.57	\$ 67.94	0.17%	
WTNB Clearing				\$ 243.73	\$ 244.08	\$ 244.08	\$ 0.35	0.14%	
IBC Bank				\$ 5,415.51	\$ 6,064.94	\$ 6,064.94	\$ 1.57	0.04%	
Clearing Fund- US Bank				\$ 869.68	\$ 542.45	\$ 542.45	\$ 0.07	0.01%	
Clearing Fund- FSB Bank				\$ 7,483.00	\$ 2,479.85	\$ 2,479.85	\$ -	0.00%	
Clearing Fund- TB&T Bank				\$ 7,192.77	\$ 1,185.00	\$ 1,185.00	\$ -	-2.37%	
<b>Totals</b>				<b>\$ 17,992,576.01</b>	<b>\$ 21,285,943.09</b>	<b>\$ 21,285,692.74</b>	<b>\$ 6,888.70</b>	<b>0.03%</b>	
							<b>6 Month T-Bill</b>	<b>0.06%</b>	

This report is prepared in conformity with (a) Texas State University System Investment Policy, (b) State Statutes and Guidelines including the Public Funds Investment Act and (c) Sul Ross State University Investment Policy. All investments are in compliance with the investment strategy included therein.

*Crisis Valenzuela*  
 Name of Signee  
 Title *v.p. Finance and Operations*

4/1/14

Sul Ross State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 17,615,277</b>	<b>5.02%</b>	<b>14.51%</b>
	<i>Total Blended Index</i>		3.25%	11.39%
<b>47.7 %</b>	<b>Domestic Equity</b>	<b>\$ 8,395,300</b>	<b>5.02%</b>	<b>17.06%</b>
	<i>Russell 3000</i>		4.11%	15.83%
8.3	<b>Parnassus Equity Income - PRILX</b>	<b>1,458,834</b>	<b>3.03%</b>	<b>14.82%</b>
8.2	<b>Vanguard Instltl Index - VINIX</b>	<b>1,448,991</b>	<b>3.50%</b>	<b>15.05%</b>
9.1	<b>Laudus Growth Investors -LGILX</b>	<b>1,603,242</b>	<b>8.09%</b>	<b>21.23%</b>
10.9	<b>Penn Capital Management</b>	<b>1,914,299</b>	<b>4.95%</b>	<b>13.26%</b>
11.2	<b>Quantum Capital Management</b>	<b>1,969,934</b>	<b>5.17%</b>	<b>20.57%</b>
<b>11.5 %</b>	<b>International Equity</b>	<b>\$ 2,031,766</b>	<b>2.68%</b>	<b>14.00%</b>
	<i>MSCI EAFE</i>		2.88%	15.11%
6.9	<b>Hancock Horizon - HHDTX</b>	<b>1,215,785</b>	<b>1.17%</b>	<b>11.98%</b>
4.6	<b>Franklin Intl SCG - FKSCX</b>	<b>815,981</b>	<b>4.99%</b>	<b>17.10%</b>
<b>10.6 %</b>	<b>Real Estate</b>	<b>\$ 1,874,367</b>	<b>5.70%</b>	<b>7.35%</b>
	<i>FTSE NAREIT</i>		9.14%	12.41%
10.6	<b>REMS RE 50/50 Income - RREIX</b>	<b>1,874,367</b>	<b>5.70%</b>	<b>7.35%</b>
<b>12.7 %</b>	<b>Total Fixed Income</b>	<b>\$ 2,230,535</b>	<b>5.80%</b>	<b>9.58%</b>
	<i>Blended Fixed Index</i>		5.76%	11.89%
<b>2.8 %</b>	<b>Corporates</b>	<b>\$ 498,105</b>	<b>2.12%</b>	<b>3.50%</b>
	<i>BC Credit</i>		2.53%	4.59%
2.8	<b>FNMA 7/30/2019</b>	<b>498,105</b>	<b>2.12%</b>	<b>3.50%</b>
<b>0.1 %</b>	<b>Municipal Bonds</b>	<b>\$ 10,027</b>	<b>2.62%</b>	<b>2.63%</b>
	<i>BC 3 Yr Muni</i>		0.69%	1.66%
0.1	<b>Tampa FI, Alleghany Health</b>	<b>10,027</b>	<b>2.62%</b>	<b>2.63%</b>
<b>9.8 %</b>	<b>Hybrid Securities</b>	<b>\$ 1,722,403</b>	<b>7.87%</b>	<b>15.48%</b>
	<i>ML All Invest ex Man VOA1</i>		6.72%	14.06%
9.8	<b>Tortoise MLP</b>	<b>1,722,403</b>	<b>7.87%</b>	<b>15.48%</b>
<b>17.5 %</b>	<b>Other</b>	<b>\$ 3,083,310</b>	<b>0.01%</b>	<b>0.05%</b>
16.0	<b>TexPool Series 0001</b>	<b>2,810,520</b>	<b>0.01%</b>	<b>0.02%</b>
1.4	<b>CD- Sallie Mae</b>	<b>248,000</b>	<b>0.00%</b>	<b>0.43%</b>
0.1	<b>Cash in Bank- Trustmark</b>	<b>24,790</b>	<b>0.00%</b>	<b>0.00%</b>

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

\*Currently the policy benchmark is a blend of 27% S&P 500, 24% Russell 2500, 9% MSCI EAFE, 5% S&P Developed Ex-US SC, 4.5% BC Gov/Credit, 7% 91-Day T-Bill, and 23.5% BC Aggregate.

**Sul Ross State University**  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**


Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$16,901,557	\$877,394	-\$420,073	\$224,660	-\$16,240	\$47,980	\$17,615,277
<b>Domestic Equity</b>	\$7,997,705	\$4,530	-\$5,864	\$114,791	-\$11,451	\$295,590	\$8,395,300
Parnassus Equity Income - PRILX	\$1,415,955			\$7,005	-\$95	\$35,969	\$1,458,834
Vanguard Institl Index - VINIX	\$1,399,954			\$7,524	-\$95	\$41,608	\$1,448,991
Laudus Growth Investors -LGILX	\$1,483,259			\$95,553	-\$95	\$24,525	\$1,603,242
Penn Capital Management	\$1,824,226	\$4,530	-\$4,702	\$2,620	-\$6,215	\$93,839	\$1,914,299
Quantum Capital Management	\$1,874,311		-\$1,163	\$2,089	-\$4,952	\$99,649	\$1,969,934
<b>International Equity</b>	\$1,978,914	\$0	\$0	\$20,698	-\$190	\$32,343	\$2,031,766
Hancock Horizon - HHDTX	\$1,201,726			\$7,640	-\$95	\$6,513	\$1,215,785
Franklin Intl SCG - FKSCX	\$777,187			\$13,059	-\$95	\$25,830	\$815,981
<b>Real Estate</b>	\$1,773,300	\$0	\$0	\$62,330	-\$250	\$38,987	\$1,874,367
REMS RE 50/50 Income - RREIX	\$1,773,300			\$62,330	-\$250	\$38,987	\$1,874,367
<b>Total Fixed Income</b>	\$2,096,957	\$4,100	-\$6,939	\$26,628	-\$4,350	\$114,139	\$2,230,535
<b>Corporates</b>	\$490,220	\$0	-\$2,500	\$2,500	\$0	\$7,885	\$498,105
FNMA 7/30/2019	\$490,220		-\$2,500	\$2,500		\$7,885	\$498,105
<b>Municipal Bonds</b>	\$10,027	\$0	-\$256	\$256	\$0	\$0	\$10,027
Tampa FI, Alleghany Health	\$10,027		-\$256	\$256			\$10,027
<b>Hybrid Securities</b>	\$1,596,710	\$4,100	-\$4,183	\$23,871	-\$4,350	\$106,254	\$1,722,403
Tortoise MLP	\$1,596,710	\$4,100	-\$4,183	\$23,871	-\$4,350	\$106,254	\$1,722,403
<b>Other</b>	\$3,054,682	\$868,765	-\$407,269	\$213	\$0	-\$433,080	\$3,083,310
TexPool Series 0001	\$2,781,168	\$868,765	-\$406,545	\$213		-\$433,080	\$2,810,520
CD- Sallie Mae	\$248,000						\$248,000
Cash in Bank- Trustmark	\$25,514	\$0	-\$724	\$0		\$0	\$24,790

**Texas State University**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

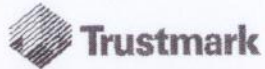
Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value		Ending Market Value		Book Balance		Quarter Ending 02/28/14	
				As of 11/30/13	As of 02/28/14	As of 02/28/14	As of 02/28/14	Investment Income	Return		
<b>Operating Funds</b>											
Cash In Bank				\$ 4,359,889.11	\$ 17,437,373.61	\$ 17,437,373.61	\$ 17,437,373.61	\$ 17,437,373.61	\$ 17,437,373.61	\$ 383.67	0.01%
Cash In State Treasury				\$ 13,323,892.72	\$ 18,663,660.21	\$ 18,663,660.21	\$ 18,663,660.21	\$ 18,663,660.21	\$ 18,663,660.21	\$ 15,829.97	0.12%
TexPool Series 0009	General Account			\$ 181,127,028.21	\$ 211,378,083.72	\$ 211,378,083.72	\$ 211,378,083.72	\$ 211,378,083.72	\$ 211,378,083.72	\$ 14,331.71	0.01%
TexPool Series 0011				\$ 142,421.03	\$ 142,431.87	\$ 142,431.87	\$ 142,431.87	\$ 142,431.87	\$ 142,431.87	\$ 10.84	0.01%
<b>Totals</b>				<b>\$ 198,953,231.07</b>	<b>\$ 247,621,549.41</b>	<b>\$ 247,621,549.41</b>	<b>\$ 247,621,549.41</b>	<b>\$ 247,621,549.41</b>	<b>\$ 247,621,549.41</b>	<b>\$ 30,556.19</b>	<b>0.02%</b>
										<b>6 Month T-Bill</b>	<b>0.06%</b>

<b>Non-Operating Funds</b>											
Cash in Bank				\$ 191,346.28	\$ 158,362.84	\$ 158,362.84	\$ 158,362.84	\$ 158,362.84	\$ 158,362.84	\$ -	0.00%
TexPool Series 0025	TRB-08			\$ 3,611,995.71	\$ 3,490,323.91	\$ 3,490,323.91	\$ 3,490,323.91	\$ 3,490,323.91	\$ 3,490,323.91	\$ 272.09	0.01%
TexPool Series 0028	North Housing			\$ 6,085,387.98	\$ 6,085,853.62	\$ 6,085,853.62	\$ 6,085,853.62	\$ 6,085,853.62	\$ 6,085,853.62	\$ 465.64	0.01%
TexPool Series 0029	TSUS-11			\$ 1,169,775.64	\$ 823,753.43	\$ 823,753.43	\$ 823,753.43	\$ 823,753.43	\$ 823,753.43	\$ 80.58	0.01%
TexPool Series 0070	TSUS-13			\$ 34,224,805.84	\$ 24,543,291.06	\$ 24,543,291.06	\$ 24,543,291.06	\$ 24,543,291.06	\$ 24,543,291.06	\$ 2,379.45	0.01%
TexPool Series 0073	TSUS-12			\$ 5,551,630.31	\$ 5,249,925.10	\$ 5,249,925.10	\$ 5,249,925.10	\$ 5,249,925.10	\$ 5,249,925.10	\$ 418.18	0.01%
Sage Non-Operating	*Holdings Report Attached			\$ 79,129,223.12	\$ 79,204,079.34	\$ 79,204,079.34	\$ 78,875,780.61	\$ 78,875,780.61	\$ 78,875,780.61	\$ 448,443.92	0.09%
<b>Totals</b>				<b>\$ 129,964,164.88</b>	<b>\$ 119,555,589.30</b>	<b>\$ 119,227,290.57</b>	<b>\$ 119,227,290.57</b>	<b>\$ 119,227,290.57</b>	<b>\$ 119,227,290.57</b>	<b>\$ 452,059.86</b>	<b>0.07%</b>
										<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Texas State University investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.



William A. Nance  
Vice President for Finance and Support Services



TEXAS STATE UNIVERSITY  
OPERATING/SAGE TNB CUSTODIAN

## STATEMENT OF ACCOUNT

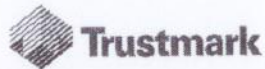
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Statement Period  
Account Number

02/01/2014 through 02/28/2014  
1044005146

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
6,056,876.85	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	6,056,876.85	6,056,876.85	8	32.20
		6,056,876.85	6,056,876.85	8	32.20
<b>US GOVT. OBLIGATIONS</b>					
80,000	CUSIP # 3135G0FY4 FED NATL MTG ASSN DTD 11/17/2011 .75% 12/19/2014 LAST PRICED: 02/28/2014	80,376.80	80,233.64	0	120.00
3,195,000	CUSIP # 3135G0GY3 FED NATL MTG ASSN DTD 01/09/2012 1.25% 01/30/2017 LAST PRICED: 02/28/2014	3,245,481.00	3,221,196.40	4	3,439.06
3,205,000	CUSIP # 912828SC5 U S TREASURY NOTE DTD 01/31/2012 .875% 01/31/2017 LAST PRICED: 02/28/2014	3,223,524.90	3,211,863.31	4	2,246.60
18,420,000	CUSIP # 912828TL4 U S TREASURY NOTE DTD 08/31/2012 .25% 08/31/2014 LAST PRICED: 02/28/2014	18,434,367.60	18,424,872.25	23	127.21
2,735,000	CUSIP # 912828TP5 U S TREASURY NOTE DTD 09/15/2012 .25% 09/15/2015 LAST PRICED: 02/28/2014	2,736,394.85	2,736,160.23	3	3,154.32
6,375,000	CUSIP # 912828UK4 U S TREASURY NOTE DTD 01/31/2013 .25% 01/31/2015 LAST PRICED: 02/28/2014	6,381,247.50	6,380,574.24	8	1,276.76
7,970,000	CUSIP # 912828VD9 U S TREASURY NOTE DTD 05/31/2013 .25% 05/31/2015 LAST PRICED: 02/28/2014	7,978,687.30	7,975,993.17	10	4,981.25



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		42,080,079.95	42,030,893.24	53	15,345.20
<b>MORTGAGE BACKED SECURITIES</b>					
878,750	CUSIP # 31283KZWI FED HOME LOAN MTG CORP POOL G11657 DTD 01/01/2005 4.5% 12/01/2018 LAST PRICED: 02/28/2014	936,562.96	928,912.26	1	3,295.31
442,143.6278	CUSIP # 31416BQM3 FED NATL MTG ASSN POOL 995160 DTD 11/01/2008 5% 09/01/2022 LAST PRICED: 02/28/2014	474,017.76	467,415.81	1	1,842.27
		1,410,580.72	1,396,328.07	2	5,137.58
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					
408,696.85	CUSIP # 3134G3K88 FED HOME LOAN MTG CORP SERIES 2012-1 CLASS A10 DTD 01/17/2012 2.06% 01/15/2022 LAST PRICED: 02/28/2014	414,193.82	411,818.82	1	374.18
276,848.13	CUSIP # 3136A3UV1 FED NATL MTG ASSN SERIES 2012-1 CLASS GB DTD 01/01/2012 2% 02/25/2022 LAST PRICED: 02/28/2014	283,654.44	283,101.25	0	446.03
495,885.26	CUSIP # 3137A9BB1 FED HOME LOAN MTG CORP SERIES 3846 CLASS CK DTD 04/01/2011 1.5% 09/15/2020 LAST PRICED: 02/28/2014	501,567.11	502,489.62	1	599.19
520,333.5	CUSIP # 31392EPW4 FED NATL MTG ASSN SERIES 2002-56 CLASS UC DTD 08/01/2002 5.5% 09/25/2017 LAST PRICED: 02/28/2014	550,613.79	549,652.89	1	2,305.37





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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
1,046,282	CUSIP # 31393TJ49 FED NATL MTG ASSN SERIES 2003-112 CLASS AN DTD 10/01/2003 4% 11/25/2018 LAST PRICED: 02/28/2014	1,099,477.07	1,098,559.70	1	3,371.35
67,003.23	CUSIP # 31393VLG4 FED HOME LOAN MTG CORP SERIES 2635 CLASS DW DTD 06/01/2003 4% 01/15/2018 LAST PRICED: 02/28/2014	67,622.81	67,882.02	0	215.90
730,000	CUSIP # 31394W3P1 FED HOME LOAN MTG CORP SERIES 2770 CLASS TW DTD 03/01/2004 4.5% 03/15/2019 LAST PRICED: 02/28/2014	784,336.09	785,363.88	1	2,646.25
615,392.674	CUSIP # 31396QJS9 FED NATL MTG ASSN SERIES 2009-47 CLASS EG DTD 06/01/2009 4.5% 08/25/2019 LAST PRICED: 02/28/2014	652,599.32	649,665.96	1	2,230.80
471,604.49	CUSIP # 31397MHG5 FED NATL MGT ASSN SERIES 2008-70 CLASS BY DTD 07/01/2008 4% 08/25/2023 LAST PRICED: 02/28/2014	498,236.94	498,248.09	1	1,519.61
97,786.39	CUSIP # 31398F3T6 FEDERAL NATL MTG ASSN SER 2009-88 CL DB DTD 10/01/2009 3% 10/25/2020 LAST PRICED: 02/28/2014	100,956.43	101,038.27	0	244.47
208,471.89	CUSIP # 31398MVN3 FED NATL MTG ASSN SERIES 2010-19 CLASS VA DTD 02/01/2010 5% 02/25/2021 LAST PRICED: 02/28/2014	209,964.55	214,638.13	0	839.68
752,050.98	CUSIP # 31398PMK2 FED NATL MTG ASSN SERIES 2010-45 CLASS AH 2.25% 02/25/2021 LAST PRICED: 02/28/2014	768,618.66	769,804.38	1	1,363.09



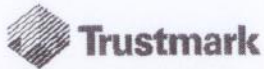
## STATEMENT OF ACCOUNT

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Account Number

02/01/2014 through 02/28/2014  
1044005146

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
205,403.82	CUSIP # 31398T3R0 FED NATL MTG ASSN SERIES 2010-99 CASS YA DTD 08/01/2010 2% 09/25/2020 LAST PRICED: 02/28/2014	207,841.35	209,492.90	0	330.93
		6,139,682.38	6,141,755.91	8	16,486.85
<b>CORPORATE BONDS</b>					
625,000	CUSIP # 001055AH5 AFLAC INC DTD 02/10/2012 2.65% 02/15/2017 LAST PRICED: 02/28/2014	654,925.00	651,508.39	1	736.11
950,000	CUSIP # 00206RAV4 AT&T INC 07/30/2010 2.5% 08/15/2015 LAST PRICED: 02/28/2014	975,982.50	974,688.26	1	1,055.56
365,000	CUSIP # 0258M0CZ0 AMERICAN EXPRESS CREDIT CORP DTD 08/25/2009 5.125% 08/25/2014 LAST PRICED: 02/28/2014	373,205.20	372,597.21	0	311.77
400,000	CUSIP # 0258M0DD8 AMERICAN EXPRESS CREDIT CORP MED TERM NT DTD 03/26/2012 2.375% 03/24/2017 LAST PRICED: 02/28/2014	414,220.00	412,146.70	1	4,143.06
395,000	CUSIP # 02665WAB7 AMERICAN HONDA FINANCE CORP DTD 10/10/2013 1.125% 10/07/2016 LAST PRICED: 02/28/2014	398,227.15	393,907.85	1	1,740.47
590,000	CUSIP # 03523TBM9 ANHEUSER BUSCH INBEV WORLDWIDE DTD 07/16/2012 .8% 07/15/2015 LAST PRICED: 02/28/2014	593,073.90	592,405.24	1	603.11
595,000	CUSIP # 037833AH3 APPLE INC DTD 05/03/2013 .45% 05/03/2016 LAST PRICED: 02/28/2014	594,291.95	593,917.05	1	877.63



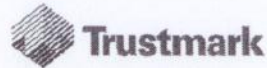
## STATEMENT OF ACCOUNT

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Account Number

02/01/2014 through 02/28/2014  
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
595,000	CUSIP # 05565QCA4 BP CAPITAL MARKETS PLC DTD 11/06/2012 .7% 11/06/2015 LAST PRICED: 02/28/2014	597,118.20	595,392.61	1	1,330.49
515,000	CUSIP # 05574LTW8 BNP PARIBAS DTD 12/12/2013 1.25% 12/12/2016 LAST PRICED: 02/28/2014	516,709.80	514,469.55	1	1,412.67
765,000	CUSIP # 06406HBN8 BANK OF NEW YORK MELLON DTD 11/16/2009 3.1% 01/15/2015 LAST PRICED: 02/28/2014	783,199.35	774,071.49	1	3,030.25
565,000	CUSIP # 06406HCF4 BANK OF NEW YORK MELLON DTD 10/25/2012 .4666% 10/23/2015 LAST PRICED: 02/28/2014	566,344.70	565,340.61	1	270.95
740,000	CUSIP # 073902KF4 BEAR STEARNS CO INC DTD 10/31/2005 5.3% 10/30/2015 LAST PRICED: 02/28/2014	793,598.20	766,166.82	1	13,182.28
305,000	CUSIP # 14912LSU1 CATERPILLAR FINANCIAL SE DTD 08/30/2013 .3833% 08/28/2015 LAST PRICED: 02/28/2014	305,451.40	305,280.42	0	3.25
570,000	CUSIP # 166764AC4 CHEVRON CORP DTD 06/24/2013 .889% 06/24/2016 LAST PRICED: 02/28/2014	574,343.40	570,000.00	1	943.08
525,000	CUSIP # 17275RAC6 CISCO SYSTEMS INC DTD 02/22/2006 5.5% 02/22/2016 LAST PRICED: 02/28/2014	575,851.50	575,761.73	1	721.88
500,000	CUSIP # 19416QDT4 COLGATE PALMOLIVE CO DTD 05/04/2011 1.25% 05/01/2014 LAST PRICED: 02/28/2014	500,850.00	499,270.00	1	2,083.33



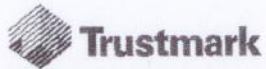
## STATEMENT OF ACCOUNT

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Account Number

02/01/2014 through 02/28/2014  
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
350,000	CUSIP # 20030NAL5 COMCAST CORPORATION DTD 03/02/2006 5.9% 03/15/2016 LAST PRICED: 02/28/2014	385,567.00	386,344.96	0	9,521.94
435,000	CUSIP # 24422ESD2 JOHN DEERE CAPITAL CORP DTD 10/11/2013 1.05% 10/11/2016 LAST PRICED: 02/28/2014	437,057.55	434,447.55	1	1,776.25
390,000	CUSIP # 25468PCM6 WALT DISNEY CO DTD 08/22/2011 1.35% 08/16/2016 LAST PRICED: 02/28/2014	396,087.90	395,880.76	1	219.38
1,035,000	CUSIP # 36962G5W0 GENERAL ELEC CAP CORP SERIES MTN DTD 04/27/2012 2.3% 04/27/2017 LAST PRICED: 02/28/2014	1,072,756.80	1,065,195.77	1	8,199.50
335,000	CUSIP # 373334GE5 GEORGIA POWER COMPANY DTD 06/12/2007 5.7% 06/01/2017 LAST PRICED: 02/28/2014	381,300.35	383,640.56	0	4,773.75
585,000	CUSIP # 377373AB1 GLAXOSMITHKLINE CAPITAL DTD 05/09/2012 .75% 05/08/2015 LAST PRICED: 02/28/2014	587,497.95	586,094.02	1	1,377.19
580,000	CUSIP # 458140AH3 INTEL CORP DTD 09/19/2011 1.95% 10/01/2016 LAST PRICED: 02/28/2014	597,614.60	597,546.74	1	4,712.50
660,000	CUSIP # 532457BE7 ELI LILLY & CO DTD 03/06/2009 4.2% 03/06/2014 LAST PRICED: 02/28/2014	660,072.60	661,265.11	1	13,475.00
415,000	CUSIP # 59156RAU2 METLIFE INC DTD 05/29/2009 6.75% 06/01/2016 LAST PRICED: 02/28/2014	468,730.05	467,768.62	1	7,003.13



TEXAS STATE UNIVERSITY  
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## STATEMENT OF ACCOUNT

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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
515,000	CUSIP # 695114BY3 PACIFICORP DTD 08/24/2004 4.95% 08/15/2014 LAST PRICED: 02/28/2014	525,140.35	523,873.76	1	1,133.00
400,000	CUSIP # 74456QAY2 PUBLIC SERVICE ELEC & GAS DTD 08/16/2011 .85% 08/15/2014 LAST PRICED: 02/28/2014	400,880.00	401,050.19	1	151.11
660,000	CUSIP # 822582AF9 SHELL INTERNATIONAL FIN DTD 03/23/2009 4% 03/21/2014 LAST PRICED: 02/28/2014	661,128.60	662,151.55	1	11,733.33
380,000	CUSIP # 824348AN6 SHERWIN WILLIAMS CO DTD 12/21/2009 3.125% 12/15/2014 LAST PRICED: 02/28/2014	387,866.00	388,004.42	0	2,506.94
595,000	CUSIP # 828807CC9 SIMON PROPERTY GROUP LP DTD 01/25/2010 4.2% 02/01/2015-2014 LAST PRICED: 02/28/2014	609,369.25	610,647.08	1	2,082.50
610,000	CUSIP # 89233P4R4 TOYOTA MOTOR CREDIT CORP 01/11/2011 2.8% 01/11/2016 LAST PRICED: 02/28/2014	634,820.90	630,668.24	1	2,372.22
495,000	CUSIP # 91324PEX9 UNITEDHEALTH GROUP INC DTD 10/22/2012 .85% 10/15/2015 LAST PRICED: 02/28/2014	497,336.40	496,187.91	1	1,589.50
775,000	CUSIP # 92857WAT7 VODAFONE GROUP PLC DTD 06/10/2009 4.15% 06/10/2014 LAST PRICED: 02/28/2014	782,370.25	783,933.46	1	7,236.56
785,000	CUSIP # 94974BFL9 WELLS FARGO AND CO DTD 07/29/2013 1.25% 07/20/2016 LAST PRICED: 02/28/2014	794,121.70	786,206.28	1	1,117.53



TEXAS STATE UNIVERSITY  
OPERATING/SAGE TNB CUSTODIAN

## STATEMENT OF ACCOUNT

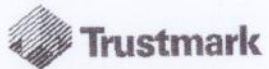
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Statement Period  
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
		19,497,110.50	19,417,830.91	25	113,427.22
FOREIGN BONDS-NOTES & DEBENTURES					
590,000	CUSIP # 055451AN8 BHP BILLITON FIN USA LTD DTD 02/24/2012 1% 02/24/2015 LAST PRICED: 02/28/2014	594,277.50	593,458.15	1	114.72
600,000	CUSIP # 06366RJH9 BANK OF MONTREAL DTD 11/06/2012 .8% 11/06/2015 LAST PRICED: 02/28/2014	603,234.00	599,964.00	1	1,533.33
750,000	CUSIP # 064149D87 BANK OF NOVA SCOTIA DTD 03/29/2011 2.9% 03/29/2016 LAST PRICED: 02/28/2014	783,915.00	781,761.69	1	9,183.33
495,000	CUSIP # 76720AAL0 RIO TINTO FIN USA PLC DTD 06/19/2013 1.375% 06/17/2016 LAST PRICED: 02/28/2014	500,128.20	495,787.14	1	1,399.06
750,000	CUSIP # 78008K5V1 ROYAL BANK OF CANADA DTD 04/19/2011 2.875% 04/19/2016 LAST PRICED: 02/28/2014	783,405.00	781,353.62	1	7,906.25
580,000	CUSIP # 78010UNX1 ROYAL BANK OF CANADA DTD 01/23/2014 1.2% 01/23/2017 LAST PRICED: 02/28/2014	583,190.00	579,472.20	1	734.67
		3,848,149.70	3,831,796.80	5	20,871.36



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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
	TOTAL INVESTMENTS	79,032,480.10			
	CASH	298.83			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	79,032,778.93			
	ACCRUED INCOME	171,300.41			
	TOTAL MARKET VALUE	79,204,079.34			

Texas State University  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
<b>100.0 %</b>	<b>Total Plan Composite</b>	<b>\$ 54,072,583</b>	<b>4.31%</b>	<b>13.56%</b>
	<i>Total Blended Index</i>		3.39%	11.32%
<b>69.5 %</b>	<b>All Equity Composite</b>	<b>\$ 37,600,109</b>	<b>4.53%</b>	<b>16.23%</b>
	<i>Blended Equity Index</i>		3.87%	15.69%
<b>56.0 %</b>	<b>Domestic Equity</b>	<b>\$ 30,288,540</b>	<b>4.90%</b>	<b>16.48%</b>
	<i>Russell 3000</i>		4.11%	15.83%
8.6	<b>Banyan Partners LCG - SA</b>	<b>4,632,826</b>	<b>4.89%</b>	<b>20.13%</b>
8.6	<b>Seizert LCV - SA</b>	<b>4,654,923</b>	<b>2.19%</b>	<b>12.96%</b>
10.1	<b>Vanguard S&amp;P 500 Index - VIFSX</b>	<b>5,457,349</b>	<b>3.50%</b>	<b>15.04%</b>
15.1	<b>APEX SMIDG - SA</b>	<b>8,172,456</b>	<b>7.26%</b>	<b>21.04%</b>
13.6	<b>Systematic SMIDV - SA</b>	<b>7,370,985</b>	<b>6.32%</b>	<b>18.92%</b>
<b>13.5 %</b>	<b>International Equity</b>	<b>\$ 7,311,569</b>	<b>2.81%</b>	<b>14.17%</b>
	<i>MSCI EAFE</i>		2.88%	15.11%
7.6	<b>Hancock Horizon Div - HHDTX</b>	<b>4,131,098</b>	<b>1.17%</b>	<b>11.98%</b>
5.9	<b>Franklin Intl SCG - FKSCX</b>	<b>3,180,471</b>	<b>4.99%</b>	<b>17.10%</b>
<b>5.6 %</b>	<b>Real Estate</b>	<b>\$ 3,008,309</b>	<b>5.70%</b>	<b>7.35%</b>
	<i>FTSE NAREIT</i>		9.14%	12.41%
5.6	<b>REMS RE Income - RREIX</b>	<b>3,008,309</b>	<b>5.70%</b>	<b>7.35%</b>
<b>24.1 %</b>	<b>Total Fixed Income</b>	<b>\$ 13,038,879</b>	<b>3.03%</b>	<b>5.22%</b>
	<i>Blended Fixed Index</i>		3.37%	6.74%
<b>10.4 %</b>	<b>Corporates</b>	<b>\$ 5,611,260</b>	<b>1.33%</b>	<b>2.58%</b>
	<i>BC Credit</i>		2.53%	4.59%
10.4	<b>Sage FI</b>	<b>5,611,260</b>	<b>1.33%</b>	<b>2.58%</b>
<b>5.6 %</b>	<b>Money Markets</b>	<b>\$ 3,016,689</b>	<b>0.14%</b>	<b>0.45%</b>
	<i>91-Day T-Bill</i>		0.02%	0.03%
0.6	<b>Endowment Cash Account</b>	<b>344,788</b>	<b>0.00%</b>	<b>0.00%</b>
4.9	<b>RidgeWorth UltraShort - SIGVX</b>	<b>2,671,902</b>	<b>0.16%</b>	<b>0.51%</b>
<b>8.2 %</b>	<b>Hybrid Securities</b>	<b>\$ 4,410,929</b>	<b>5.47%</b>	<b>10.51%</b>
	<i>ML All Invest ex Man V0A1</i>		6.72%	14.06%
4.0	<b>Cutler Converts - SA</b>	<b>2,153,452</b>	<b>2.84%</b>	<b>5.37%</b>
4.2	<b>Tortoise MLP</b>	<b>2,257,477</b>	<b>7.98%</b>	<b>15.41%</b>
<b>0.8 %</b>	<b>Other</b>	<b>\$ 425,287</b>	<b>0.00%</b>	<b>0.01%</b>
0.2	<b>Cash in Bank</b>	<b>107,789</b>	<b>0.00%</b>	<b>0.00%</b>
0.6	<b>TexPool Series 0023</b>	<b>317,397</b>	<b>0.00%</b>	<b>0.01%</b>
0.0	<b>Money Market Sweep</b>	<b>101</b>	<b>0.00%</b>	<b>0.00%</b>

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

\*Currently the Total Blended Index consists of 23.1% S&P 500, 22.2% Russell 2500, 9.2% MSCI EAFE, 5.5% S&P Developed SC Ex-US, 5% ML All Invest ex Man V0A1, 28% BC Aggregate, 3% 91-Day T-Bill, and 4% ML 6 Month T-Bill.



**Texas State University**  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIOD ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$51,538,310	\$613,473	-\$207,940	\$345,062	-\$67,533	\$1,851,211	\$54,072,583
<b>All Equity Composite</b>	\$35,927,328	\$39,629	-\$57,648	\$177,696	-\$48,699	\$1,561,803	\$37,600,109
<b>Domestic Equity</b>	\$28,814,736	\$39,629	-\$57,648	\$100,837	-\$48,161	\$1,439,147	\$30,288,540
Banyan Partners LCG - SA	\$4,416,855	\$2,461	-\$2,461	\$12,206	-\$7,715	\$211,480	\$4,632,826
Seizert LCV - SA	\$4,571,186	\$5,827	-\$22,337	\$21,824	-\$6,724	\$85,147	\$4,654,923
Vanguard S&P 500 Index - VIFSX	\$5,272,958			\$29,037	-\$269	\$155,623	\$5,457,349
APEX SMIDG - SA	\$7,620,047	\$16,418	-\$17,126	\$11,854	-\$17,516	\$558,780	\$8,172,456
Systematic SMIDV - SA	\$6,933,690	\$14,924	-\$15,724	\$25,916	-\$15,937	\$428,117	\$7,370,985
<b>International Equity</b>	\$7,112,592	\$0	\$0	\$76,858	-\$537	\$122,656	\$7,311,569
Hancock Horizon Div - HHDTX	\$4,083,330			\$25,959	-\$269	\$22,078	\$4,131,098
Franklin Intl SCG - FKSCX	\$3,029,262			\$50,899	-\$269	\$100,578	\$3,180,471
<b>Real Estate</b>	\$2,846,099	\$0	\$0	\$100,038	-\$269	\$62,441	\$3,008,309
REMS RE Income - RREIX	\$2,846,099			\$100,038	-\$269	\$62,441	\$3,008,309
<b>Total Fixed Income</b>	\$12,759,021	\$30,311	-\$26,182	\$67,328	-\$18,565	\$226,967	\$13,038,879
<b>Corporates</b>	\$5,545,505	\$23,360	-\$2,613	\$23,707	-\$2,888	\$24,189	\$5,611,260
Sage FI	\$5,545,505	\$23,360	-\$2,613	\$23,707	-\$2,888	\$24,189	\$5,611,260
<b>Money Markets</b>	\$3,030,458	\$3	-\$18,114	\$2,907	-\$352	\$1,788	\$3,016,689
Endowment Cash Account	\$362,896	\$3	-\$18,114	\$5	-\$83	\$81	\$344,788
RidgeWorth UltraShort - SIGVX	\$2,667,561			\$2,902	-\$269	\$1,707	\$2,671,902
<b>Hybrid Securities</b>	\$4,183,058	\$6,948	-\$5,455	\$40,715	-\$15,326	\$200,990	\$4,410,929
Cutler Converts - SA	\$2,092,459	\$1,576		\$9,389	-\$9,704	\$59,732	\$2,153,452
Tortoise MLP	\$2,090,599	\$5,372	-\$5,455	\$31,326	-\$5,622	\$141,258	\$2,257,477
<b>Other</b>	\$5,862	\$543,533	-\$124,110	\$1	\$0	\$0	\$425,287
Cash in Bank	\$4,363	\$226,193	-\$122,766				\$107,789
TexPool Series 0023	\$56	\$317,341		\$1		\$0	\$317,397
Money Market Sweep	\$1,444		-\$1,344	\$0		\$0	\$101



## STATEMENT OF ACCOUNT

Statement Period  
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 1044005048

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
<b>SHORT TERM INVESTMENTS</b>					
1,317,583.04	CUSIP # 60934N708 FEDERATED PRIME OBLIGATIONS FUND - SS 396-A	1,317,583.04	1,317,583.04	23	10.17
		1,317,583.04	1,317,583.04	23	10.17
<b>US GOVT. OBLIGATIONS</b>					
155,000	CUSIP # 912810QA9 U S TREASURY NOTES DTD 02/17/2009 3.5% 02/15/2039 LAST PRICED: 02/28/2014	154,903.90	160,123.50	3	209.81
65,000	CUSIP # 912810QY7 U S TREASURY NOTES DTD 11/15/2012 2.75% 11/15/2042 LAST PRICED: 02/28/2014	55,006.25	57,121.04	1	523.41
135,000	CUSIP # 912828SL5 U S TREASURY NOTE DTD 03/31/2012 .25% 03/31/2014 LAST PRICED: 02/28/2014	135,010.80	135,021.08	2	140.93
195,000	CUSIP # 912828TL4 U S TREASURY NOTE DTD 08/31/2012 .25% 08/31/2014 LAST PRICED: 02/28/2014	195,152.10	195,148.73	3	1.35
60,000	CUSIP # 912828TY6 U S TREASURY NOTE DTD 11/15/2012 1.625% 11/15/2022 LAST PRICED: 02/28/2014	55,893.60	55,597.81	1	285.50
70,000	CUSIP # 912828UZ1 U S TREASURY NOTE DTD 04/30/2013 .625% 04/30/2018 LAST PRICED: 02/28/2014	68,321.40	67,178.08	1	146.24
415,000	CUSIP # 912828VCI U S TREASURY NOTE DTD 05/15/2013 .25% 05/15/2016 LAST PRICED: 02/28/2014	413,605.60	411,764.92	7	303.80



**STATEMENT OF ACCOUNT**

Statement Period 02/01/2014 through 02/28/2014  
 Account Number 1044005048

**Asset Detail As Of 02/28/2014**

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
75,000	CUSIP # 912828VD9 U S TREASURY NOTE DTD 05/31/2013 .25% 05/31/2015 LAST PRICED: 02/28/2014	75,081.75	74,897.71	1	46.88
		1,152,975.40	1,156,852.87	21	1,657.92
<b>MORTGAGE BACKED SECURITIES</b>					
98,289.35	CUSIP # 31411RTJ7 FED NATL MTG ASSN POOL 913253 DTD 03/01/2007 2.018% 03/01/2037 LAST PRICED: 02/28/2014	103,196.94	99,981.06	2	165.29
14,048.99	CUSIP # 31415LLF2 FED NATL MTG ASSN POOL 983326 DTD 07/01/2008 5% 07/01/2023 LAST PRICED: 02/28/2014	15,257.20	14,162.49	0	58.54
50,000	CUSIP # 36248GAB6 GS MORTGAGE SEC TR SERIES 2013-GC16 CLASS A2 DTD 11/01/2013 3.033% 11/13/2046 LAST PRICED: 02/28/2014	52,003.50	51,487.97	1	122.16
		170,457.64	165,631.52	3	345.99
<b>COLLATERALIZED MORTGAGE OBLIGATIONS</b>					
60,000	CUSIP # 02006GAC8 ALLY AUTO RECEIVABLES TRUST SERIES 2012-SN1 CLASS A3 DTD 09/19/2012 .57% 08/20/2015 LAST PRICED: 02/28/2014	60,044.46	60,009.44	1	8.55
55,000	CUSIP # 03061UAC7 AMERICREDIT AUTO RECEIVABLES TR SERIES 2012-3 CLASS A3 DTD 06/27/2012 .96% 01/09/2017 LAST PRICED: 02/28/2014	55,140.20	55,284.23	1	33.73



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## STATEMENT OF ACCOUNT

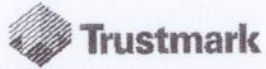
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
8,678.56	CUSIP # 03063XAC9 AMERICREDIT AUTOMOBILE REC TR SERIES 2012-4 CLASS A2 DTD 09/20/2012 .49% 04/08/2016 LAST PRICED: 02/28/2014	8,677.37	8,678.26	0	2.72
50,000	CUSIP # 05522RCQ9 BANK OF AMERICA CDT CARD TRUST SERIES 2014-A1 CLASS A DTD 02/13/2014 .5575% 06/15/2021 LAST PRICED: 02/28/2014	50,073.30	50,000.00	1	10.84
12,372.4	CUSIP # 07383FF78 BEAR STEARNS COMMERCIAL MTG SEC SERIES 2004-PWR4 CLASS A3 DTD 06/01/2004 5.468% 06/11/2041 LAST PRICED: 02/28/2014	12,410.93	12,851.82	0	54.50
49,828.42	CUSIP # 07388NAE6 BEAR STEARNS COMM MTG SEC SERIES 2006-T24 CLASS A4 DTD 10/01/2006 5.537% 10/12/2041 LAST PRICED: 02/28/2014	54,450.26	54,919.48	1	222.25
25,000	CUSIP # 126192AD5 COMMERCIAL MTG PASS-THRU CERT SERIES 2012-LC4 CLASS A4 DTD 03/01/2012 3.288% 12/12/2044 LAST PRICED: 02/28/2014	25,180.08	25,232.65	0	66.22
30,000	CUSIP # 12624QAR4 COMMERCIAL MTG PASS-THRU CERT SERIES 2012-CR4 CLASS A3 DTD 11/01/2012 2.853% 10/17/2045 LAST PRICED: 02/28/2014	28,850.67	30,720.42	1	68.95
20,000	CUSIP # 12625UBF9 COMM MORTGAGE TRUST SERIES 2013-CR9 CLASS A4 DTD 07/01/2013 4.23709% 07/12/2045 LAST PRICED: 02/28/2014	21,259.36	20,937.05	0	68.26
30,000	CUSIP # 12626GAF0 COMM MORTGAGE TRUST SERIES 2013-LC13 CLASS A5 DTD 09/01/2013 4.205% 08/10/2046 LAST PRICED: 02/28/2014	31,580.10	30,886.59	1	101.62



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## STATEMENT OF ACCOUNT

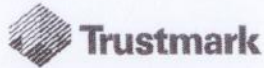
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
50,373.61	CUSIP # 14313JAC5 CARMAX AUTH OWNER TRUST SERIES 2012-2 CLASS A3 DTD 06/13/2012 .84% 03/15/2017 LAST PRICED: 02/28/2014	50,535.66	50,653.09	1	18.81
40,000	CUSIP # 14313QAC9 CARMAX AUTO OWNER TRUST SERIES 2014-1 CLASS A3 DTD 02/12/2014 .79% 10/15/2018 LAST PRICED: 02/28/2014	40,002.88	39,994.49	1	14.04
37,338.09	CUSIP # 3137A45Y9 FED HOME LOAN MTG CORP SERIES 3778 CLASS D DTD 12/01/2010 3.5% 03/15/2025 LAST PRICED: 02/28/2014	39,401.09	38,843.16	1	105.27
22,159.49	CUSIP # 31398K6Q8 FED HOME LOAN MTG CORP SERIES 3589 CLASS CA DTD 10/01/2009 4% 10/15/2021 LAST PRICED: 02/28/2014	23,003.81	22,475.58	0	71.40
55,000	CUSIP # 36161YAC8 GE EQUIPMENT MDTICKET LLC SERIES 2012-1 CLASS A3 DTD 09/26/2012 .6% 05/23/2016 LAST PRICED: 02/28/2014	55,005.61	54,991.02	1	8.25
30,000	CUSIP # 36197XAK0 GS MORTGAGE SECURITIES TR SERIES 2013-GC12 CLASS A4 DTD 05/01/2013 3.135% 06/12/2046 LAST PRICED: 02/28/2014	29,125.29	28,031.25	1	75.76
25,000	CUSIP # 36198FAE2 GS MORTGAGE SECURITIES TRUST SERIES 2013-GC14 CLASS A5 DTD 08/01/2013 4.243% 08/10/2046 LAST PRICED: 02/28/2014	26,391.95	25,738.21	0	85.45
55,000	CUSIP # 44614TAC6 HUNTINGTON AUTO TRUST SERIES 2012-2 CLASS A3 DTD 10/11/2012 .51% 04/17/2017 LAST PRICED: 02/28/2014	55,054.29	54,994.23	1	12.47



## STATEMENT OF ACCOUNT

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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
45,000	CUSIP # 44890JAC3 HYUNDAI AUTO RECEIVABLES TR SERIES 2013-A CLASS A3 DTD 01/30/2013 .56% 07/17/2017 LAST PRICED: 02/28/2014	45,059.85	44,998.59	1	11.20
25,000	CUSIP # 46638UAC0 JP MORGAN CHASE COMM MTG SECS TR SERIES 2012-C8 CLASS A3 DTD 10/01/2012 2.8291% 10/17/2045 LAST PRICED: 02/28/2014	24,067.05	25,599.55	0	56.97
25,000	CUSIP # 50180CAD2 LB-UBS COMMERCIAL MTG TRUST SERIES 2006-C7 CLASS A3 DTD 11/11/2006 5.347% 11/15/2038 LAST PRICED: 02/28/2014	27,476.28	26,941.07	0	70.55
24,786.64	CUSIP # 617451CP2 MORGAN STANLEY CAPITAL I TR SERIES 2006-T21 CLASS A3 DATED 01/01/2006 5.185% 10/12/2052 LAST PRICED: 02/28/2014	25,070.37	25,450.40	0	103.53
45,000	CUSIP # 61751XAE0 MORGAN STANLEY CAPITAL I SERIES 2007-T25 CLASS A3 DTD 01/01/2007 5.514% 11/12/2049 LAST PRICED: 02/28/2014	49,860.14	48,050.60	1	199.88
30,000	CUSIP # 92938CAD9 WF-RBS COMMERCIAL MTG TR SERIES 2013-C15 CLASS A4 DTD 08/01/2013 4.153% 08/17/2046 LAST PRICED: 02/28/2014	31,503.63	30,883.99	1	100.36
29,662.79	CUSIP # 9297667G2 WACHOVIA BK COMMERCIAL MTG TR SERIES 2005-C21 CLASS A4 DTD 10/01/2005 5.23889% 10/17/2044 LAST PRICED: 02/28/2014	31,291.69	32,618.96	1	125.18
29,813.57	CUSIP # 92978PAE9 WACHOVIA BANK COMM MTG TRUST SERIES 2006-C29 CLASS A4 DTD 12/01/2006 5.308% 11/18/2048 LAST PRICED: 02/28/2014	32,612.50	31,825.73	1	127.48



TEXAS STATE UNIVERSITY  
 ENDOWMENT, TNB CUSTODIAN FOR  
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## STATEMENT OF ACCOUNT

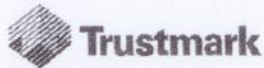
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
40,000	CUSIP # 981464DM9 WORLD FINL NETWORK CDT CARD MAST SERIES 2012-D CLASS A DTD 10/05/2012 2.15% 04/15/2023 LAST PRICED: 02/28/2014	39,584.16	40,626.47	1	38.22
39,875.76	CUSIP # 98158VAC9 WORLD OMNI AUTOMOBILE LEASE SERIES 2012-A CLASS A3 DTD 06/13/2012 .93% 11/16/2015 LAST PRICED: 02/28/2014	39,963.97	39,920.79	1	16.48
		1,012,676.95	1,012,157.12	18	1,878.94
<b>MUNICIPAL OBLIGATIONS</b>					
25,000	CUSIP # 13063A7G3 CALIFORNIA ST G/O UNLTD TAXABLE - VAR PURP FED TAXABLE/ST TAX-EXEMPT DTD 10/15/2009 6.2% 10/01/2019 LAST PRICED: 02/28/2014	29,867.25	29,820.24	1	645.83
40,000	CUSIP # 60636WNU5 MISSOURI ST HWYS & TRANS COMMN ST ROAD REV BUILD AMERICA BONDS REV BDS FED TAXABLE/ST TAX-EXEMPT DTD 09/30/2009 5.445% 05/01/2033 LAST PRICED: 02/28/2014	45,253.20	40,000.00	1	726.00
		75,120.45	69,820.24	1	1,371.83
<b>CORPORATE BONDS</b>					
30,000	CUSIP # 00206RBF8 AT&T INC DTD 06/14/2012 1.7% 06/01/2017 LAST PRICED: 02/28/2014	30,287.70	30,099.93	1	127.50
35,000	CUSIP # 00206RBH4 AT&T INC DTD 06/15/2013 4.3% 12/15/2042-2042 LAST PRICED: 02/28/2014	31,102.75	29,184.88	1	317.72



## STATEMENT OF ACCOUNT

Statement Period 02/01/2014 through 02/28/2014  
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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
19,000	CUSIP # 037411AZ8 APACHE CORP DTD 04/09/2012 3.25% 04/15/2022-2022 LAST PRICED: 02/28/2014	19,250.42	19,589.86	0	233.28
35,000	CUSIP # 037833AK6 APPLE INC DTD 05/03/2013 2.4% 05/03/2023 LAST PRICED: 02/28/2014	32,368.35	34,953.45	1	275.33
40,000	CUSIP # 053332AF9 AUTOZONE INC DTD 11/06/2003 5.5% 11/15/2015 LAST PRICED: 02/28/2014	43,146.40	43,027.47	1	647.78
35,000	CUSIP # 05531FAK9 BB&T CORPORATION DTD 03/22/2012 2.15% 03/22/2017-2017 LAST PRICED: 02/28/2014	35,969.85	35,865.20	1	332.35
45,000	CUSIP # 06051GDY2 BANK OF AMERICA CORP SERIES MTNL DTD 05/13/2009 7.375% 05/15/2014 LAST PRICED: 02/28/2014	45,607.50	45,322.84	1	977.19
30,000	CUSIP # 06051GEM7 BANK OF AMERICA CORP DTD 01/24/2012 5.7% 01/24/2022 LAST PRICED: 02/28/2014	34,669.20	34,765.24	1	175.75
30,000	CUSIP # 09247XAD3 BLACKROCK INC DTD 12/10/2009 3.5% 12/10/2014 LAST PRICED: 02/28/2014	30,724.80	30,727.38	1	236.25
35,000	CUSIP # 096630AA6 BOARDWALK PIPELINES LLC DTD 11/21/2006 5.875% 11/15/2016 LAST PRICED: 02/28/2014	38,273.20	36,449.48	1	605.45
35,000	CUSIP # 126650BR0 CVS CAREMARK CORPORATION 09/11/2009 6.125% 09/15/2039 LAST PRICED: 02/28/2014	41,919.15	37,546.09	1	988.51





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UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
30,000	CUSIP # 134429AX7 CAMPBELL SOUP CO DTD 08/02/2012 08/01/2014 LAST PRICED: 02/28/2014	30,030.60	30,028.52	1	0.00
25,000	CUSIP # 14912L5U1 CATERPILLAR FINANCIAL SE DTD 08/30/2013 .3833% 08/28/2015 LAST PRICED: 02/28/2014	25,037.00	25,000.00	0	0.27
45,000	CUSIP # 172967ES6 CITIGROUP INC DTD 05/12/2008 6.125% 05/15/2018 LAST PRICED: 02/28/2014	52,132.95	48,467.06	1	811.56
50,000	CUSIP # 20030NAY7 COMCAST CORPORATION DTD 06/18/2009 6.55% 07/01/2039 LAST PRICED: 02/28/2014	62,942.50	54,218.16	1	545.83
25,000	CUSIP # 217203AE8 COPANO ENERGY LLC/FIN CO DTD 04/05/2011 7.125% 04/01/2021-2016 LAST PRICED: 02/28/2014	28,494.25	28,562.44	1	742.19
30,000	CUSIP # 26442EAC4 DUKE ENERGY OHIO INC DTD 09/06/2013 .37535% 03/06/2015 LAST PRICED: 02/28/2014	30,021.00	30,000.00	1	27.05
19,000	CUSIP # 29273RAM1 ENERGY TRANSFER PARTNERS LP 04/07/2009 9% 04/15/2019 LAST PRICED: 02/28/2014	24,165.53	21,673.03	0	646.00
25,000	CUSIP # 29273RAR0 ENERGY TRANSFER PARTNERS LP DTD 01/17/2012 6.5% 02/01/2042-2041 LAST PRICED: 02/28/2014	27,993.25	29,962.10	0	135.42
45,000	CUSIP # 30161MAG8 EXELON GENERATION CO LLC DTD 09/23/2009 6.25% 10/01/2039 LAST PRICED: 02/28/2014	48,521.25	46,095.66	1	1,171.88



## STATEMENT OF ACCOUNT

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### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
50,000	CUSIP # 320517AA3 FIRST HORIZON NATIONAL CORP DATED 12/20/2010 5.375% 12/15/2015 LAST PRICED: 02/28/2014	53,453.50	49,864.51	1	567.36
25,000	CUSIP # 364760AK4 GAP INC DTD 04/12/2011 5.95% 04/12/2021-2021 LAST PRICED: 02/28/2014	28,102.00	27,626.62	1	574.34
35,000	CUSIP # 36962GXZ2 GENERAL ELEC CAP CORP SERIES MTNA DTD 03/20/2002 6.75% 03/15/2032 LAST PRICED: 02/28/2014	44,772.70	44,595.13	1	1,089.38
30,000	CUSIP # 370334BF0 GENERAL MILLS INC DTD 03/17/2008 5.2% 03/17/2015 LAST PRICED: 02/28/2014	31,449.60	31,451.68	1	710.67
35,000	CUSIP # 372491AA8 GENWORTH HOLDINGS INC DTD 08/08/2013 4.9% 08/15/2023 LAST PRICED: 02/28/2014	36,642.55	35,439.91	1	76.22
55,000	CUSIP # 38141EA58 GOLDMAN SACHS GROUP INC DTD 03/08/2010 5.375% 03/15/2020 LAST PRICED: 02/28/2014	61,954.20	61,283.62	1	1,363.16
30,000	CUSIP # 38141GGS7 GOLDMAN SACHS GROUP INC DTD 01/24/2012 5.75% 01/24/2022 LAST PRICED: 02/28/2014	34,260.00	33,283.75	1	177.29
25,000	CUSIP # 40414LAA7 HCP INC SERIES MTN DTD 10/15/2007 6.7% 01/30/2018 LAST PRICED: 02/28/2014	29,367.25	29,485.79	1	144.24
55,000	CUSIP # 40429CCS9 HSBC FINANCE CORPORATION DTD 06/27/2005 5% 06/30/2015 LAST PRICED: 02/28/2014	57,961.20	55,716.48	1	465.97



TEXAS STATE UNIVERSITY  
ENDOWMENT, TNB CUSTODIAN FOR  
SAGE ADVISORY BOND FUND 08

## STATEMENT OF ACCOUNT

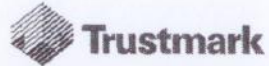
Page 14

Statement Period  
Account Number

02/01/2014 through 02/28/2014  
1044005048

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
25,000	CUSIP # 42217KAU0 HEALTH CARE REIT INC DTD 11/16/2010 4.95% 01/15/2021-2020 LAST PRICED: 02/28/2014	27,177.00	26,276.54	0	158.13
30,000	CUSIP # 46625HGY0 JPMORGAN CHASE & CO DTD 12/20/2007 6% 01/15/2018 LAST PRICED: 02/28/2014	34,689.00	34,158.70	1	230.00
40,000	CUSIP # 46625HJL5 JPMORGAN CHASE & CO DTD 05/15/2013 1.625% 05/15/2018 LAST PRICED: 02/28/2014	39,571.60	39,935.20	1	191.39
35,000	CUSIP # 501044CG4 KROGER CO/THE DTD 08/15/2007 6.4% 08/15/2017 LAST PRICED: 02/28/2014	40,409.60	39,530.11	1	99.56
25,000	CUSIP # 577081AW2 MATTEL INC DTD 11/08/2011 5.45% 11/01/2041-2041 LAST PRICED: 02/28/2014	26,139.00	25,012.02	0	454.17
45,000	CUSIP # 59156RAR9 METLIFE INC SERIES A DTD 08/15/2008 6.817% 08/15/2018 LAST PRICED: 02/28/2014	54,361.80	47,676.52	1	136.34
30,000	CUSIP # 61945CAA1 MOSAIC CO DTD 10/24/2011 3.75% 11/15/2021-2021 LAST PRICED: 02/28/2014	30,278.70	29,049.23	1	331.25
20,000	CUSIP # 655844BM9 NORFOLK SOUTHERN CORP DTD 09/07/2012 3.95% 10/01/2042-2042 LAST PRICED: 02/28/2014	17,808.40	19,999.40	0	329.17
30,000	CUSIP # 718172AN9 PHILIP MORRIS INTERNATIONAL INC DTD 03/20/2012 1.625% 03/20/2017 LAST PRICED: 02/28/2014	30,464.70	30,332.87	1	218.02



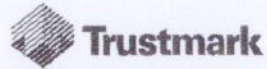
## STATEMENT OF ACCOUNT

Statement Period  
 Account Number

02/01/2014 through 02/28/2014  
 1044005048

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
25,000	CUSIP # 726505AH3 PLAINS EXPLORATION & PRO CO 09/11/2009 8.625% 10/15/2019-2014 LAST PRICED: 02/28/2014	27,312.50	27,545.93	0	814.58
30,000	CUSIP # 74340XAV3 PROLOGIS LP DTD 08/15/2013 2.75% 02/15/2019-2019 LAST PRICED: 02/28/2014	30,297.90	29,989.50	1	36.67
30,000	CUSIP # 74432QBG9 PRUDENTIAL FINANCIAL INC SERIES MTND 06/08/2009 7.375% 06/15/2019 LAST PRICED: 02/28/2014	37,319.10	36,821.87	1	467.08
25,000	CUSIP # 786514BT5 SAFEWAY INC DTD 12/05/2011 3.4% 12/01/2016 LAST PRICED: 02/28/2014	26,060.25	26,076.83	0	212.50
35,000	CUSIP # 792860AJ7 ST PAUL TRAVELERS CO DTD 06/20/2006 6.25% 06/20/2016 LAST PRICED: 02/28/2014	39,283.65	36,389.90	1	431.42
25,000	CUSIP # 816851AS8 SEMPRA ENERGY DTD 03/23/2012 2.3% 04/01/2017 LAST PRICED: 02/28/2014	25,692.50	25,190.02	0	239.58
30,000	CUSIP # 822582AX0 SHELL INTERNATIONAL FIN DTD 08/12/2013 3.4% 08/12/2023 LAST PRICED: 02/28/2014	30,119.70	29,437.20	1	53.83
5,000	CUSIP # 828807CD7 SIMON PROPERTY GROUP LP DTD 01/25/2010 5.65% 02/01/2020-2019 LAST PRICED: 02/28/2014	5,794.00	5,508.06	0	23.54
30,000	CUSIP # 867914BF9 SUNTRUST BANKS INC DTD 10/25/2013 2.35% 11/01/2018-2018 LAST PRICED: 02/28/2014	30,261.00	29,974.50	1	246.75



TEXAS STATE UNIVERSITY  
 ENDOWMENT, TNB CUSTODIAN FOR  
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## STATEMENT OF ACCOUNT

Page 16

Statement Period  
 Account Number

02/01/2014 through 02/28/2014  
 1044005048

### Asset Detail As Of 02/28/2014

UNITS/BOOK VALUE	DESCRIPTION	MARKET VALUE	COST	% OF PORT	ACCRUED INCOME
25,000	CUSIP # 871503AH1 SYMANTEC CORP DTD 09/16/2010 4.2% 09/15/2020 LAST PRICED: 02/28/2014	26,324.00	26,859.85	0	484.17
35,000	CUSIP # 91913YAN0 VALERO ENERGY CORP DATED 03/17/2009 9.375% 03/15/2019 LAST PRICED: 02/28/2014	45,892.00	39,284.24	1	1,513.02
25,000	CUSIP # 92343VBR4 VERIZON COMMUNICATIONS DTD 09/18/2013 5.15% 09/15/2023 LAST PRICED: 02/28/2014	27,383.25	26,852.75	0	582.95
40,000	CUSIP # 94106LAR0 WASTE MANAGEMENT INC DTD 03/05/2004 5% 03/15/2014 LAST PRICED: 02/28/2014	40,051.60	40,131.88	1	922.22
30,000	CUSIP # 948741AK9 WEINGARTEN REALTY INVESTORS DTD 10/15/2013 4.45% 01/15/2024-2023 LAST PRICED: 02/28/2014	30,157.80	29,874.90	1	504.33
40,000	CUSIP # 94974BFN5 WELLS FARGO AND CO DTD 08/15/2013 4.125% 08/15/2023 LAST PRICED: 02/28/2014	40,767.60	39,863.60	1	73.33
		1,854,237.30	1,802,057.90	33	22,919.94
	TOTAL INVESTMENTS	5,583,050.78			
	CASH	24.49			
	DUE FROM BROKER	0.00			
	DUE TO BROKER	0.00			
	NET ASSETS	5,583,075.27			
	ACCRUED INCOME	28,184.79			
	TOTAL MARKET VALUE	5,611,260.06			

**Lamar Institute of Technology**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income Return	
<b>Operating Funds</b>								
Cash in Bank- Operating				\$ 937,983.59	\$ 847,547.22	\$ 847,547.22	\$ 293.31	0.04%
Cash in Treasury				\$ 442,507.78	\$ 1,191,580.94	\$ 1,191,580.94	\$ 524.11	0.08%
TexPool Series 0001	General Fund			\$ 3,841,390.49	\$ 3,841,684.38	\$ 3,841,684.38	\$ 293.89	0.01%
<b>Totals</b>				\$ 5,221,881.86	\$ 5,984,014.48	\$ 5,984,014.48	\$ 1,130.55	0.03%
							<b>6 Month T-Bill</b>	0.06%

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*

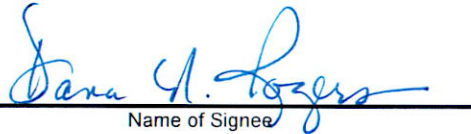
Name of Signee  
Title

*VP Finance & Operations*

**Lamar State College - Orange**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank- Depository				\$ 285,575.28	\$ 388,568.54	\$ 388,568.54	\$ 57.36	0.02%	
Cash in Treasury				\$ 1,737,413.12	\$ 2,405,753.90	\$ 2,405,753.90	\$ 1,801.82	0.10%	
TexPool Series 0001	General Funds			\$ 14,024,682.65	\$ 14,100,876.88	\$ 14,100,876.88	\$ 1,074.01	0.01%	
Cash in Bank- Payroll				\$ 0.02	\$ 21.73	\$ 21.73	\$ 3.75	0.00%	
<b>Totals</b>				<b>\$ 16,047,671.07</b>	<b>\$ 16,895,221.05</b>	<b>\$ 16,895,221.05</b>	<b>\$ 2,936.94</b>	<b>0.02%</b>	
								<b>6 Month T-Bill</b>	<b>0.06%</b>
<b>Non-Operating Funds</b>									
Cash in Bank- Depository	Non-Operating			\$ 120,669.90	\$ 121,856.84	\$ 121,856.84	\$ -	0.00%	
TexPool Series 0003	TexPool Series Non-			\$ 1,315,219.93	\$ 1,315,200.33	\$ 1,315,200.33	\$ 100.62	0.01%	
TexPool Series 0004				\$ 4,794.26	\$ -	\$ -	\$ 0.02	0.00%	
<b>Totals</b>				<b>\$ 1,440,684.09</b>	<b>\$ 1,437,057.17</b>	<b>\$ 1,437,057.17</b>	<b>\$ 100.64</b>	<b>0.01%</b>	
								<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Lamar State College - Orange investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 Name of Signee

Vice President for Finance and Operations  
 Title

March 18, 2014  
 Date

**Lamar State College - Port Arthur**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value	Ending Market Value	Book Balance	Quarter Ending 02/28/14		
				As of 11/30/13	As of 02/28/14	As of 02/28/14	Investment Income	Return	
<b>Operating Funds</b>									
Cash in Bank**5508	PayRoll Account			\$ 1,152,386.23	\$ 1,106,098.54	\$ 1,106,098.54	\$ 712.79	0.03%	
Cash in Bank**7246	Clearing Account			\$ 98,641.89	\$ 150,986.31	\$ 150,986.31	\$ 70.03	0.08%	
Cash in Bank**7253	Clearing Account			\$ 354,137.50	\$ 967,654.56	\$ 967,654.56	\$ 486.75	0.09%	
Cash in Bank**7287	Fin Aid Refd Disb			\$ 55,081.09	\$ 45,263.75	\$ 45,263.75	\$ 30.19	0.06%	
Cash in Bank**7295	E&G State Sweep			\$ 245.78	\$ 251.07	\$ 251.07	\$ 5.29	2.12%	
Cash in Treasury				\$ 516,889.20	\$ 1,068,207.56	\$ 1,068,207.56	\$ 663.59	0.10%	
TexPool Series 0001	Cash Mgmt Acct			\$ 87,013.99	\$ 87,020.65	\$ 87,020.65	\$ 6.66	0.01%	
TexPool Prime 0001	TexPool Prime			\$ 3,329,108.16	\$ 3,029,583.26	\$ 3,029,583.26	\$ 475.10	0.01%	
<b>Totals</b>				<b>\$ 5,593,503.84</b>	<b>\$ 6,455,065.70</b>	<b>\$ 6,455,065.70</b>	<b>\$ 2,450.40</b>	<b>0.04%</b>	
								<b>6 Month T-Bill</b>	<b>0.06%</b>
<b>Non-Operating Funds</b>									
TexPool Series 0001	Cash Mgmt Acct			\$ 38,138.13	\$ 38,141.05	\$ 38,141.05	\$ 2.92	0.01%	
TexPool Prime 0001	TexPool Prime			\$ 900,614.86	\$ 900,747.09	\$ 900,747.09	\$ 132.23	0.01%	
<b>Totals</b>				<b>\$ 938,752.99</b>	<b>\$ 938,888.14</b>	<b>\$ 938,888.14</b>	<b>\$ 135.15</b>	<b>0.01%</b>	
								<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Lamar State College - Port Arthur investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

Mary Wickham  
 Name of Signee  
 Title

VP for Finance

April 2, 2014



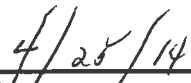
**Texas State University System Office**  
**OPERATING & NON OPERATING QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Agency/Description	Cusip Number	Purchase Date	Maturity Date	Beginning Market Value As of 11/30/13	Ending Market Value As of 02/28/14	Book Balance As of 02/28/14	Quarter Ending 02/28/14 Investment Income	Return
<b>Operating Funds</b>								
Cash in Bank				\$ -	\$ -	\$ -	-	-
Cash in Treasury				\$ -	\$ -	\$ -	-	-
TexPool Series 0002	Designated Fund			\$ 4,467,250.52	\$ 5,404,886.44	\$ 5,404,886.44	\$ 351.75	0.01%
Wells Fargo	Designated Fund			\$ 35,908.25	\$ 4,531.25	\$ 4,531.25	-	0.00%
<b>Totals</b>				<b>\$ 4,503,158.77</b>	<b>\$ 5,409,417.69</b>	<b>\$ 5,409,417.69</b>	<b>\$ 351.75</b>	<b>0.01%</b>
							<b>6 Month T-Bill</b>	<b>0.06%</b>
<b>Non-Operating Funds</b>								
Cash in Bank (Wells Fargo)				\$ 0.39	\$ -	\$ -	-	0.00%
TexPool Series 0001	Interest & Sinking			\$ 2,735,768.83	\$ 2,735,478.49	\$ 2,735,478.49	\$ 209.27	0.01%
TexPool Series 0007	Capitalized Interest			\$ 2,229,751.11	\$ 2,229,921.66	\$ 2,229,921.66	\$ 170.55	0.01%
<b>Totals</b>				<b>\$ 4,965,520.33</b>	<b>\$ 4,965,400.15</b>	<b>\$ 4,965,400.15</b>	<b>\$ 379.82</b>	<b>0.01%</b>
							<b>ML 1-3 Year Treasury</b>	<b>-0.04%</b>

Texas State University System Office investment portfolios comply with investment strategy expressed in Texas State University System Investment Policies and with relevant provisions of the Texas Public Funds Investment Act.

  
 Vice Chancellor for Finance

  
 Associate Vice Chancellor for Finance

  
 Date

Texas State University System Office  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
**PERIODS ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)**

Allocation Current	Mutual Fund / Manager	Market Value	Quarter Return	FYTD Return
N/A %	<b>Total Plan Composite</b>	\$ 0	-	-
N/A %	<b>Total Fixed Income</b>	\$ 0	-	-
N/A %	<b>Municipal Bonds</b>	\$ 0	-	-
	<i>BC 3 Yr Muni</i>		0.69%	1.66%
N/A	<b>Vanguard Ltd Term Muni - VMLTX</b>	0	-	1.56%
N/A	<b>Thornburg Ltd Term Muni - LTMIX</b>	0	-	2.21%
N/A %	<b>Money Markets</b>	\$ 0	-	-
	<i>91-Day T-Bill</i>		0.02%	0.03%
N/A	<b>Ridgeworth Institl - SIGVX</b>	0	-	0.30%
N/A %	<b>Other</b>	\$ 0	-	-
N/A	<b>Money Market Sweep</b>	0	-	-3.55%

Blended Indexes are based on the current weights of each asset class and their respective benchmarks.

Texas State University System Office  
**ENDOWMENT QUARTERLY INVESTMENT REPORT**  
 PERIOD ENDING 02/28/2014 (TRADE DATE FULL ACCRUAL BASIS)

Mutual Fund / Manager	Beginning Market Value	Deposits	Withdrawals	Income	Fees	Gains / Losses	Ending Market Value
<b>Total Plan Composite</b>	\$722,723	\$723,894	-\$1,448,796	\$850	-\$363	\$1,692	\$0
<b>Total Fixed Income</b>	\$722,285	\$0	-\$724,094	\$850	-\$313	\$1,272	\$0
<b>Municipal Bonds</b>	\$429,081	\$0	-\$430,726	\$686	-\$209	\$1,168	\$0
Vanguard Ltd Term Muni - VMLTX	\$213,658		-\$214,315	\$299	-\$104	\$463	
Thornburg Ltd Term Muni - LTMIX	\$215,423		-\$216,411	\$388	-\$104	\$705	
<b>Money Markets</b>	\$293,205	\$0	-\$293,368	\$163	-\$104	\$104	\$0
Ridgeworth Institl - SIGVX	\$293,205		-\$293,368	\$163	-\$104	\$104	
<b>Other</b>	\$438	\$723,894	-\$724,702	\$0	-\$50	\$420	\$0
<b>Money Market Sweep</b>	\$438	\$723,894	-\$724,702		-\$50	\$420	

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
<b>LAMAR INSTITUTE OF TECHNOLOGY</b>			
<b>Public Funds Investment Act Audit (PFIA), December 2013</b>	The Institute should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.	Management concurs with this recommendation. Management will work with The Texas State University Administration and components to ensure full compliance with PFIA, Rider 5, and the TSUS Investment Policy.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion - March 15, 2014	Implemented
<b>Inter-Component Re-bills LIT Results, October 2013</b>	The Lamar components should collaborate to update and execute new legal agreements for significant services.	Management is in the process of collaboration with Lamar University management to update and execute a service level agreement with Lamar University and annually review the agreement and costs calculations for services rendered.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: February 28, 2014	In Progress
	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.	LIT will analyze current and past billings to ensure that HEAF funds are used appropriately and prepare a plan to reverse prior years payments and transfer funds from other sources to cover those costs.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: Prepare Plan: August 31, 2014 Complete adjusting entries: as determined by the plan.	Planned
	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.	LIT management will work to change procedures such that benefits are wired directly to LIT.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: August 31, 2014	Planned
	Inefficient small payments: A more efficient method of purchasing postal services should be implemented, for example, using a dedicated procurement card.	LIT will work with LU to establish a more efficient method of purchasing postal services.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: August 31, 2014	Planned
	Several fund balances at FY2012 year-end appeared		In Progress

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress  
TSUS Board of Regents Quarterly Meeting  
May 22-23, 2014

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2014**

Audit Report	Recommendations	Management's Most Current Response	Status (*)
	<p>incorrect:</p> <p>Management should review and correct the above fund balances. Year-end procedures should be improved to review all fund balances at every year-end. Management should consider combining Funds 3000 and 3050 to provide for a clearer picture of the state of the Fund.</p>	<p>LIT will work to review and correct the fund balances. Year-end procedures will be improved to review all the fund balance at every year-end. LIT will combine 3000 and 3050.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: August 31, 2014</p>	
	<p>LIT should seek reimbursement of a purchasing re-bill error from LU.</p>	<p>LIT management will work with LU management to resolve this error and seek reimbursement.</p> <p>Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: March 31, 2014</p>	<p><b>Implemented</b></p>
<p><b>Banner Security, November 2012</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there were three audit recommendations. Two recommendations have been verified as implemented and one recommendation is in progress of being implemented.</p>		
<p><b>LIT-IT Policy Guideline Compliance Review, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Factors precluded verification of progress since August towards completion. Compliance achieved for the elements noted as of that date is as follows:</p> <p>Policy: 68% complete (compared to 64% in February) Procedure: 68% complete (compared to 64% in February) <b>PENDING VERIFICATION</b> Demonstrable Procedure: 50% complete (compared to 50% in February)</p>		
<p><b>LAMAR STATE COLLEGE-ORANGE</b></p>			
<p><b>Public Funds Investment Act Audit (PFIA), December 2013</b></p>	<p>The College should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.</p>	<p>Management concurs with the description of noncompliance with PFIA, Rider 5 and TSUS policy requirements, referred to in Appendix of this report. College worked with the TSUS System Administration to resolve all noted areas of noncompliance and ensured College is in compliance with investment reporting requirements. Per communication received from State Auditor's Office, LSC-O is fully compliant with the</p>	<p><b>Implemented</b></p>

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress  
 TSUS Board of Regents Quarterly Meeting  
 May 22-23, 2014

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2014 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2014**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>requirements of PFIA.</p> <p>Person Responsible : Dana Rogers, VP for Finance and Operations Timetable for Completion: Completed April 9, 2014</p>	
<p><b>Inter-Component Re-bills, LSC-O Results, October 2013</b></p>	<p>The Lamar components should collaborate to update and execute new legal agreements for significant services.</p>	<p>A discussion between Lamar State College – Orange (LSC-O) and Lamar University (LU) took place in August regarding potential new format for method of calculation for IT services provided to LSC-O by LU. Agreements are reviewed and revised annually. As recommended, agreement will be vetted through the System’s General Counsel. Discussion regarding proposed agreement between LU and LSC-O continues. Final draft of agreement has not been completed as of this date.</p> <p>Person Responsible: Dana Rogers, VP for Finance and Operations Timetable for Completion: May 31, 2014</p>	<p>In Progress</p>
<p><b>IT Policy Guideline Compliance Review, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:</p> <p>Policy: 100% complete Procedure: 61% complete (compared to 57% in February) Demonstrable Procedure: 39% complete (compared to 36% in February)</p>		
<b>LAMAR STATE COLLEGE-PORT ARTHUR</b>			
<p><b>Inter-Component Re-bills, LSC-PA Results, October 2013</b></p>	<p>The Lamar components should collaborate to update and execute new legal agreements for significant services.</p>	<p>Lamar State College Port Arthur will work with Lamar University on a legal agreement for major inter-component services. This agreement will be in writing, reviewed annually to reflect current changes, include the method of calculation and the rationale for the method and applicable percentages used, and vetted through the System’s General Counsel.</p> <p>Person Responsible: Mary Wickland, VP for Finance Timetable for Completion: May 31, 2014</p>	<p>Planned</p>

(\*) 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 (*)
<b>Public Funds Investment Act (PFIA) Audit, December 2013</b>	The College should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.	Management concurs with the recommendation and will work with the Texas State University System's office on policy and procedure changes to ensure the investment reports and procedures fully comply with the requirements articulated by PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.  Person Responsible – Mary Wickland, VP for Finance Timetable for Completion – April, 2014	Implemented
<b>Nursing Shortage Reduction Program Under 70 Awards, February 2014</b>	This audit was required under the terms of the award. LSC-PA was awarded \$650,000 for its nursing program. The audit verified that award expenditures, as reported to the THECB, were in compliance with award requirements.	Not applicable.	N/A
<b>SAO Complaint 140-0408, February 2014</b>	The travel coordinator should not reimburse any travel expenses without the signed approval of the traveler's supervisor.	Management concurs with the recommendation that the travel coordinator should not reimburse any travel expenses without the signed approval of the traveler's supervisor.  Corrective Action Plan: The travel coordinator has been re-trained on the procedures for reviewing travel reimbursement requests which include the review for proper signature approvals. The accounts payable clerk is also reviewing all documents for proper signature approvals before entering into the accounting system for payment.  Person Responsible: Jamie Larson, Director of Accounting Timetable for Completion: Completed December 31, 2013	Implemented

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	Procedures should be improved to require those requesting payment to themselves to obtain approval from their supervisor, in the same manner as travel reimbursement requests, even if they would otherwise be empowered to approve the payment.	<p>Management concurs with the recommendations that signatory approvers who are requesting payment to themselves should obtain approval from their supervisor, even if they would otherwise be empowered to approve the payment.</p> <p>Corrective Action Plan: Department heads with authority to approve payments have been notified that if a reimbursement is made to themselves, they must obtain the signed approval from their supervisor before payment can be made.</p> <p>Person Responsible: Mary Wickland, Vice President for Finance Timetable for Completion: Completed February 21, 2014</p>	Implemented
<b>IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:</p> <p>Policy: 100% complete Procedure: 93% complete (compared to 89% in February) <b>PENDING VERIFICATION</b> Demonstrable Procedure: 82% complete (compared to 79% in February) <b>PENDING VERIFICATION</b></p>		
<b>LAMAR UNIVERSITY</b>			
<b>Montagne Center Audit, August 2011</b>	<p>Regarding rentals of the Montagne Center to Third Parties (e.g., concerts):</p> <p>An Account Receivable should be set up in the Banner accounting system to ensure collection.</p>	<p>Procedures will be established by Finance / Accounts Payable and implemented by Athletics.</p> <p>A workgroup has been established to define an appropriate workflow for notification of new rentals.</p> <p>Person Responsible: Jason Henderson Timetable for Completion: March 31, 2014</p>	In Progress
<b>Student Affairs Advisory Review, August 2012</b>	<p>Implement on-going measures to emphasize fiscal stewardship and accountability.</p> <p>Make organizational improvements:</p> <ol style="list-style-type: none"> <li>Create departmental policies &amp; procedures</li> <li>Update job descriptions</li> <li>Review personnel qualifications &amp; skill sets</li> <li>Evaluate salary equity following staff reassignments</li> <li>Conduct open, transparent, policy-compliant</li> </ol>	<p>Person Responsible: Kevin Smith, Senior Assoc. Provost Timetable for Completion: December 31, 2016</p> <p>Organizational improvements in Student Affairs have begun with the temporary reassignment of Dr. Kevin Smith as Interim Vice President for Student Engagement. He is conducting a review of the department, and reorganizing existing personnel as necessary. A search is underway to fill the vacant VP for Student Affairs position.</p>	In Progress

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	searches when filling vacancies.	Person Responsible: Kevin Smith, Senior Assoc. Provost Timetable for Completion: December 31, 2015	
	Provide training in purchasing policies & procedures for all employees.	Training for the area of SEM was completed in July 2013. Additional campus-wide training is planned for the Fall 2013 semester. Utilizing feedback from this session, training sessions will be enhanced as needed and training will be delivered to the remaining areas of student affairs.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: December 31, 2013	In Progress
	Develop & deploy a formalized annual departmental budget-setting process, including consideration of actual expenditures and future operational plans, and with participation by all budget-accountable managers.	The Associate Vice President for Finance is preparing for a formal process in the Spring 2014. The current budget process included meeting with deans and department chairs on an individual basis. Individual budget reviews are conducted throughout the fiscal year on an as needed basis.  Person Responsible: Twila Baker, Interim AVP Finance Timetable for Completion: July 31, 2014	In Progress
	Improve contracting procedures to ensure compliance with established policies & laws.	Proactive analysis of contractual obligations is underway with changes being made to existing agreements as needed. Budget managers are engaged when behavior needs correction. Reminder notifications as to policies and procedures have been sent.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: July 30, 2014	In Progress
<b>IT Physical Environment, October 2012</b>	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).  As of the date of this report, there were five recommendations. Three recommendations are in progress of being implemented, and certain factors delay two of the recommendations from being implemented (implementation is dependent upon completion of the campus master plan).		
<b>Cash Collection Functions, December 2012</b>	There were several issues adversely impacting the security of sports box offices:  Responsibility for assessing security measures, including the CCTV system, should be clearly assigned in a documented policy.	A University wide CCTV policy has been drafted that includes the person responsible for CCTV issues. A request for position for a Technology Services Coordinator has been submitted. Until approval, CCTV functional	In Progress

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	<p>Security precautions should be reviewed for effectiveness, including rectification of the problems identified regarding the CCTV system and panic alarm buttons.</p> <p>Continuing functioning of equipment should be properly monitored and maintained.</p>	<p>responsibility has been assigned to a police officer.</p> <p>Person Responsible: Chief Jason Goodrich Timetable for Completion: July 31, 2014</p> <p>Security precautions have been reviewed and ongoing issues assessed: the panic alarm issue is still being worked on.</p> <p>Person Responsible: Officer David Pecora (LUPD). Timetable for Completion: April 2014</p> <p>A 3 year plan to replace all components (software and equipment) of the existing camera system is under review by administration.</p> <p>Person Responsible: Chief Jason Goodrich</p>	<p>In Progress</p> <p>In Progress</p>
<p><b>Banner Security, May 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>As of the date of this report, there were five recommendations remaining open. Four recommendations have been verified as implemented, and one recommendation is in process.</p>		
<p><b>Chartwells Dining Services, September 2013</b></p>	<p>Entry to the dining hall should be properly controlled to ensure payment by diners</p>	<p>Alternative solutions will be analyzed after conducting a traffic flow study within the 2013-14 academic year. In the interim, measures will be taken to minimize the width of entrance pathways within necessary accessibility standards.</p> <p>Person Responsible: Michael Ruland, AVP Facilities Timetable for Completion: May 31, 2014</p>	<p>Planned</p>
	<p>The costs of purchases from vendors for food and supplies could not be verified. Chartwells should be required to account for its purchase costs, net of discounts from its suppliers.</p>	<p>The current food services contract expires in July 2014. The bid process will anticipate a profit/loss contract with the successful bidder eliminating the need for university oversight of rebates, discounts and refunds. Development of RFP is in progress.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: July 31, 2014</p>	<p>In Progress</p>
	<p>Several aspects of contract management were deficient: Board approval was not sought for loans made by Chartwells under the contract; key terms were not reduced</p>	<p>The upcoming RFP process will follow standard procurement procedures. Appropriate performance indicators will be determined and included in the proposed</p>	<p>In Progress</p>

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	to writing; Chartwells' performance was not consistently evaluated; and significant purchases made by Chartwells with money it loaned to the University were made without regard to applicable statutes and rules	contract terms. Contract terms will be submitted to TSUS legal counsel for review.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: July 31, 2014	
	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.	Internal finance office procedures have been established to ensure proper remittance of sales tax. Outstanding University sales taxes have been paid.  Person Responsible: Twila Baker, Interim AVP Finance Timetable for Completion: July 31, 2014	In Progress
	Several improvements to procedures for catering for LU departments by Chartwells are necessary.	Appropriate responsibilities are being established within the LU organizational structure to provide effective management of dining hall services, including contract management, vendor management, and performance management. Management strategies and operational procedures will be developed to address internal procurement and payment for dining services as well as exclusivity exemption requests.  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.  Person Responsible: Cruse Melvin, VP, Finance & Operations Timetable for Completion: July 31, 2014	In Progress    In Progress
	University Accounting: All capital items should be recorded in the University's capital inventory.	A review of capital items will be conducted prior to contract expiry and applied to the university capital inventory.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: August 31, 2014	In Progress
	LU students employed by LU should not work more than 20 hours per week, especially F-1 visa holders.	Future food services contracts will include requirement to adhere to university student employment policies.  Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: August 31, 2014	Planned
	The TALH program should be charged for its dining plan scholarships and Recruiting should be charged for visitor	Appropriate responsibilities will be established within the LU organizational structure to provide effective	Planned

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	meals it authorizes.	<p>management of dining hall services, including contract management, vendor management, and performance management. Management strategies and operational procedures will be developed to address internal procurement and payment for dining services as well as exclusivity exemption requests.</p> <p>Person Responsible: Cruse Melvin, VP, Finance &amp; Operations Timetable for Completion: May 31, 2014</p>	
	Chartwells should be required to research sex offender registries prior to employment for all new hires, and to include credit checks as required by TSUS policy.	<p>Future food services contracts will require adherence to all TSUS policies regarding third party vendors.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: August 31, 2014</p>	Planned
	Because the initial term of the current contract expires on July 1, 2014, the University should consider initiating a Request for Proposal to procure dining services. Additionally, the University should seek the assistance of the System Office in any such procurement endeavors.	<p>Development of the RFP is in progress. The scope of the RFP will be submitted to TSUS for review. In addition, TSUS Office of Finance has been engaged in regards to bond review and/or disposition.</p> <p>An RFP for consulting services to develop the food service RFP has been issued.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: June 30, 2014</p>	In Progress
<b>Joint Admission Medical Program (JAMP), October 2013</b>	This audit, required by the JAMP committee, determined that the University was in compliance with the JAMP agreement and expenditure guidelines.	N/A	N/A
<b>Inter-Component Re-bills, LU Results, October 2013</b>	Written Agreements: The Lamar components should collaborate to update and execute new legal agreements for significant services.	<p>Review and revision of the inter-component agreement with LIT was completed and signed January 31, 2014 including development of service descriptions and cost methodology.</p> <p>The IT and audit rebill methodologies remain open Person Responsible: Cruse Melvin, VP, Finance and Operations Timetable for Completion: June 30, 2014</p>	In Progress
	Accounts Receivable Sub-ledger: Implement a suitable system to support invoicing and accounts receivable for use in most of the cases listed above.	Lamar University will document AR system requirements, evaluate currently licensed products for applicability, and if required, review external solutions.	Planned

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	<p>Improve year-end procedures to record the balance of outstanding receivable, especially for non-centralized systems (e.g., medical billing systems)</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 held to LIT.</p> <p>Inefficient Small Payments: LU should request LIT to implement a more efficient method of purchasing postal services, for example, using a dedicated procurement card.</p>	<p>Person Responsible: Twila Baker, Interim AVP Finance Timetable for Completion: August 31, 2014</p> <p>Implementation of an AR system described under item 1 above should provide automation of this process.</p> <p>Person Responsible: Twila Baker, Interim AVP Finance Timetable for Completion: August 31, 2014</p> <p>LU management will evaluate alternative methods for processing veterans benefits including but not limited to the potential of transferring processing to LIT staff. Recommendations will be presented to LU and LIT management for approval. Due to extenuating circumstances, this recommendation will need to be delayed for approximately 6 months.</p> <p>Responsible person: Twila Baker, Interim AVP Finance Timetable for Completion: December 31, 2014</p> <p>Process efficiencies will be reviewed with LIT management.</p> <p>Person Responsible: Diane Thibodeaux, AVP Administration Timetable for Completion: May 1, 2014</p>	<p></p> <p>Factors delay implementation</p> <p>Factors delay implementation</p>
<p><b>Public Funds Investment Act Audit (PFIA), December 2013</b></p>	<p>The College should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.</p>	<p>Management agrees. Management recommends ASC prepare and submit a draft of the investment report each quarter to the university for review and edits. Once approved, the reports will be signed and submitted to TSUS.</p> <p>Person Responsible: Donna Quebedeaux, Associate Controller Timetable for Completion – March 31, 2014</p>	<p>Implemented</p>

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<b>Women’s Soccer Camps Management Advisory Letter, November 2013</b>	<p>The method of determination of compensation payments for new employees should be documented in a form, such as an offer letter, such that the stipend or salary is documented and other significant payments, such as participation in profits from camps, are clear and can be definitively calculated. Payments made for camps should be calculated in strict accordance with the defined method, taking into account all revenues and expenses, and documentation to support the corresponding payroll payments should be retained.</p>	<p>The management team has developed an offer letter for all new incoming employees that states the salary amount and any other significant payments that might be made to the employee. The management team is further clarifying payments that are received for coaches as the result of camps in the Camps and Clinics Manual and is working to define the parameters by which the coaches will be able to disperse proceeds made from camp.</p> <p>Person Responsible: Jason Henderson Athletics Director Timetable for Completion: May 1, 2014</p>	<p>In Progress</p>
	<p>Develop procedures for the running of all camps. Management should:</p> <ol style="list-style-type: none"> <li>1. Standardize camp administration procedures to the greatest extent possible to ensure consistent controls and efficient processing.</li> <li>2. Eliminate personal information, such as credit card details, from its forms in favor of more secure processing methods.</li> <li>3. Ensure that a standard medical release is developed, approved by General Counsel, and used consistently.</li> <li>4. Work with the Finance Office to review all relationships with third party vendors collecting money on behalf of the University, in order to ensure adherence to all rules concerning custody and control of funds.</li> <li>5. Provide appropriate training to athletics department personnel</li> </ol>	<p>The department has standardized the agreement with the online vendor and has limited those who can change where payments are sent to one person inside the athletics department that is not a coach. Credit card information will be removed from any future camp brochures and management will work with athletic training department and office of General Counsel to approve final product. A new employee orientation program for the department of athletics is being developed to cover camps and in addition to other standard department policies and procedures.</p> <p>Person Responsible: Jason Henderson, Athletics Director Timetable for Completion: May 1, 2014</p>	<p>In Progress</p>
<b>IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:</p> <p>Policy: 57% complete (compared to 36% in February) Procedure: 68% complete (compared to 68% in February) Demonstrable Procedure: 61% complete (compared to 61% in February)</p>		
<p><b>SAM HOUSTON STATE UNIVERSITY</b></p>			
<b>Review of Certain Components of the SHSU</b>	<p>Procedures and protocols should be established for inventory record maintenance, including order and receipt, checkout, check- in and disposal. When equipment is</p>	<p>The department began researching potential software packages prior to October 1, 2011. During the research process, the College of Business Administration professors</p>	<p>In Progress</p>

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<p><b>Athletics Department Compliance Program, April 2011</b></p>	<p>checked out to student athletes and/or coaches, it should be documented in a record that reflects the type of equipment/apparel checked out, date of checkout, and signature of student athlete or coach documenting it was received. When equipment/apparel is checked back in, the check-out records could be used to document the equipment/apparel being checked in, date it was checked in, signature of student athlete or coach returning the equipment/apparel along with the Equipment Coordinator's signature acknowledging the return of the equipment/apparel. It is the Equipment Coordinator's responsibility to maintain adequate inventory controls and records.</p>	<p>Dr. Pamela Zelbst and Dr. Jeremy Bellah made a presentation of their radio frequency identification (RFID) tracking system. The system was well received by athletic administration and it was decided to continue exploring the system's athletic applications.</p> <p>In the spring 2013, we developed the appropriate procedures for using the system from an operational perspective. We interviewed coaches who manage the equipment and determined the best way for the technology to support the process. In the summer 2013, we performed the analysis and design for the software, and the programmers developed the software. Also in the summer, we purchased all of the hardware. We had all of the tags sewn into jerseys, helmets, and shoulder pads. Right now, we are in the process of testing and revising the software. Although the programming work was completed according to the documentation this summer, we are "tailoring" it to fit exactly how it should be used in our processes. We expect this process to be completed by the end of the semester and to finish the implementation and testing during the spring semester 2014.</p> <p><i>Auditor Note (April 2014): The Athletics Department was advised to make direct contact with the vendor to determine a more specific implementation date, rather than reliance upon the information from the professors coordinating this as a class project. According to the professor coordinating the project for Athletics, the vendor is still testing the software before full implementation which is anticipated for the fall season. The Athletics Department approved remittance of the final payment in August 2013.</i></p> <p>Person Responsible: Bobby Williams, Athletics Director  Timetable for Completion: Spring 2014</p>	
<p><b>Study Abroad Program (Switzerland) Trip Accounting, November 2011</b></p>	<p>Management should immediately discontinue the current practice of allowing faculty to collect payments from students, and implement new procedures to avoid continued noncompliance with TSUS Rules.</p> <p>As more of a long-term solution, management should consider allowing the faculty-led programs to be coordinated and managed for oversight by the Office of</p>	<p>SHSU Academic Policy Statement 130424 Faculty-led Study Abroad Programs that was formally approved in October 2013 details guidelines and requirements that encompass the recommendations. This includes a statement prohibiting faculty from accepting payments from students for study abroad programs; coordinating general responsibilities for trip planning and accounting with the Office of International Programs (OIP); refunds; and</p>	<p><b>Implemented</b></p>

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	<p>International Programs. This would provide a consistent method of managing and accounting for the trips, rather than various tracking programs used by faculty. In addition, it would provide a segregation of duties between the faculty being allowed to collect, track, and deposit student money without oversight (in addition to being against TSUS Rules). This will protect the student as well as faculty.</p> <p>Formal policies and procedures should be established for faculty-led study abroad programs to address at a minimum: provisions for refunds, provisions for non-payments, and applying fees to student accounts in a manner that would allow them to apply for aid if appropriate, et. al.</p>	<p>financial aid. Non-payment information is included in the OIP Faculty-led Study Abroad handbook, which is referred to in the policy. Departments are directed by the policy to follow the guidance within the handbook.</p> <p>Person Responsible: Richard Porter, Director of Office of International Programs Timetable for Completion: Fall 2013</p>	
	<p>As mentioned in the recommendation for Observation 1, having a centrally coordinated function (Office of International Programs) for managing and accounting for faculty-led study abroad trips would provide much better oversight and consistent methods of accounting, budgeting, completion of required forms, etc.</p>	<p>SHSU Academic Policy Statement 130424 Faculty-led Study Abroad Programs that was formally approved in October 2013 details guidelines and requirements that encompass the recommendations. This includes a statement prohibiting faculty from accepting payments from students for study abroad programs; coordinating general responsibilities for trip planning and accounting with the Office of International Programs (OIP); refunds; and financial aid. Non-payment information is included in the OIP Faculty-led Study Abroad handbook, which is referred to in the policy. Departments are directed by the policy to follow the guidance within the handbook.</p> <p>Person Responsible: Richard Porter, Director of Office of International Programs Timetable for Completion: Fall 2013</p>	<p>Implemented</p>
	<p>As described in the recommendation for Observation 1 to centrally coordinate faculty-led study abroad programs, this is also a way to better ensure that all the appropriate forms are completed consistently between all programs before travel occurs. Segmented, decentralized oversight by various faculty members increases the risk of noncompliance with travel requirements, TSUS Rules, and University policy due to lack of training and differing organizational procedures.</p>	<p>SHSU Academic Policy Statement 130424 Faculty-led Study Abroad Programs that was formally approved in October 2013 details guidelines and requirements that encompass the recommendations. This includes a statement prohibiting faculty from accepting payments from students for study abroad programs; coordinating general responsibilities for trip planning and accounting with the Office of International Programs (OIP); refunds; and financial aid. Non-payment information is included in the OIP Faculty-led Study Abroad handbook, which is referred to in the policy. Departments are directed by the policy to follow the guidance within the handbook.</p>	<p>Implemented</p>

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		Person Responsible: Richard Porter, Director of Office of International Programs Timetable for Completion: Fall 2013	
<b>Banner Security Audit, August 2013</b>	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).  As of the date of this report, there were 11 recommendations. Nine recommendations have been verified as implemented, 2 recommendations are in progress of being implemented.		
<b>IT Policy Guideline Compliance Review, August 2013</b>	Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).  Compliance achieved for the elements noted is as follows:  Policy: 100% complete Procedure: 96% complete (compared to 96% in February) Demonstrable Procedure: 96% complete (compared to 96% in February)		
<b>SHSU-14-003 Public Funds Investment Act Audit December 2013</b>	The University should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS <i>Investment Policy – Operating Funds</i> .	The SHSU Investment Officer will work closely with The System Office and Asset Strategy Consultants to ensure compliance with all requirements of PFIA, SAO, and Rider 5 as well as the TSUS Investment Policy. Noncompliant investments were sold by the end of January 2014.  Person Responsible: Dr. Carlos Hernandez, Vice President for Finance and Operations Timetable for Completion: May 2014	<b>In Progress</b>
<b>EXTERNAL AUDIT REPORTS (Items will only be reported once)</b>			
<b>Federal Portion of the Statewide Single Audit Report for the Fiscal Year Ended August 31, 2013 #14-325 (External Audit) Eligibility</b>	The University should: <ul style="list-style-type: none"> <li>• Award federal Pell Grant funds to eligible part-time students based on the applicable Pell disbursement tables.</li> <li>• Ensure that its SAP policy meets federal requirements for reasonableness.</li> <li>• Revise its COA budgets to include a less-than-half-time enrollment category.</li> </ul>	Sam Houston State University acknowledges and agrees with the finding. As of August 2013, Pell was disbursed to all eligible students enrolled in less than half time for the 2012-2013 academic year. Management has modified disbursement rules to allow Pell disbursement for eligible students enrolled in less than half.  Management concurs with the State Auditor’s Office (SAO) regarding the Satisfactory Academic Progress Policy (SAP). The SAP policy has been modified as of June 2013 to meet federal requirements for reasonableness. In the future, the Financial Aid and Scholarships Office will conduct an annual review of the policy.	<b>External Audit / Status as “Implemented” is pending verification by external auditor)</b>

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		<p>Management recognizes the need for less than half time cost of attendance (COA) budgets. As indicated by the finding, Sam Houston State University identified all affected students and has taken corrective action as necessary. As of August 2013, COA budgets for less than half-time have been implemented. In the future, the Financial Aid and Scholarships Office will conduct an annual, secondary review of both the programmatic and business elements to ensure correct calculations.</p> <p>Person Responsible: Lydia T. Hall, Director of Financial Aid  Timetable for Completion: SAP-June 2013; COA-August 2013</p>	
<p><b>Federal Portion of the Statewide Single Audit Report for the Fiscal Year Ended August 31, 2013 #14-325 (External Audit) Special Tests and Provisions - Verification</b></p>	<p>The University should:</p> <ul style="list-style-type: none"> <li>• Accurately verify all required FAFSA information for applicants selected for verification and request updated ISIRs when required.</li> <li>• Include in its written verification policies and procedures all elements required by Title 34, CFR, Section 668.53.</li> </ul>	<p>Sam Houston State University acknowledges and agrees with the finding. Manual reviews and entry of data for the verification process allows for human error. Therefore, we have implemented a quality assurance program review of completed verification.</p> <p>Management has addressed the issue with the employee responsible for making the error for the student in question. While the auditors were on site, the student in question was reviewed, corrections were made, and additional funds were paid to the student.</p> <p>At present, we have re-trained staff, emphasizing the need to carefully review their work. We have implemented the quality assurance reviews as of November 2013.</p> <p>Management acknowledges and agrees with the finding that written policy/procedures were lacking required verbiage. As of June 2013, a verification policy/procedure containing the required elements was implemented. Along with the policy/procedure being implemented, the financial aid website and all forms were updated to inform students of the ramifications of not completing the verification process.</p> <p>Person Responsible: Lydia T. Hall, Director of Financial Aid  Timetable for Completion: Quality Assurance – November 2013; Policy/Procedure Update – June 2013; Verification forms/website update – July 2013</p>	<p>External Audit / Status as “Implemented” is pending verification by external auditor)</p>

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<b>SUL ROSS STATE UNIVERSITY</b>			
<b>Purchasing and Procurement, October 2009</b>	Develop a policy to limit the use of the reimbursement process to instances where the purchase process is not feasible. Also included in this policy should be a requirement that purchases be delivered to SRSU receiving.	<p>A policy has been developed and sent to VP for approval and submission to Executive Cabinet. VP sent back to Director of Purchasing and Senior Manager of Accounting Services for further review and update. The policy is being reviewed, and updates will be made. The Policy will be revised with input from the new Director of Accounting Services.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director, Lisa George, Director of Accounting Services            Timetable for Completion: May 30, 2014</p>	<span style="background-color: yellow;">In Progress</span>
<b>Rio Grande College- Performance Measures, March 2010</b>	Regarding the maintenance of files containing PII on the hard drive of the computer in the office of the Director of IRE, or any other computer on any campus of SRSU or RGC, management should develop procedures and guidelines that conform in all respects with the requirements of TAC 202, TSUS IT.01.01, TSUS.02.01 and TSUS IT.03.01. The discovery of PII on computers throughout the campuses is not adequate until there is a current policy in place to address the security of that information.	<p>The new confidential data policy has been approved by EC. Here is the link to it:  <a href="http://www.sulross.edu/docs/policy/apm709.pdf">http://www.sulross.edu/docs/policy/apm709.pdf</a>.            This policy also identifies Data owners and measures to be taken to protect information.</p> <p>Identity finder is part of our base image and is being deployed as part of the computer refresh. During the initial purchase, the central management console was not purchased, which will be requested as part of the upcoming HEAF request. We have added a new email anti-spam filter that is blocking sending of SSN data at the perimeter.</p> <p>As part of HEAF 2013, we have procured a central console for Identity finder that will centrally scan all University computers for PII data and secure them.</p> <p>Identity Finder is 90% complete; testing of OIT PC’s has been completed. In the process of scheduling and executing the first set of scans for October 2013 (security awareness month). I have spoken with the Interim CIO and have asked that an email blast be sent to Faculty and Staff before scheduled roll out of scans.</p> <p>Implemented: Policy in place; anti-spam filter in place; identity finder part of base image. The new console has been installed.</p>	<span style="background-color: green;">Implemented</span>

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		Person Responsible: John Sanders, ISO Timetable for Completion: October 31, 2013	
<b>Endowment Fund Investments and Related Scholarships, June 2012</b>	The scholarship process should be documented. The entire flow, from receipt of the funds from donors, through the final award of scholarships and monitoring of recipient performance, should be included in the process documentation, with clear assignment of responsibility and accountability. Ownership of each part of the process, including managing of both endowment and scholarship accounts, should be clearly stated and communicated to all departments participating in the process. The processes at Rio Grande College should be included in this governance structure.	Management agrees with the recommendation to document the scholarship process. Since the funds are received from donations the Advancement and University Relations department should be the point of contact. The Advancement department receives the donation and generates the endowment agreement. Based on the endowment agreement, the criteria and all information should be entered into a centralized data base. The criteria can be communicated to all departments involved.  The Accounting Services department will continue to be responsible to forecast scholarship balances available with the approval of the Vice President for Finance and Operations.  We will assign the division of Enrollment Management the responsibility to be the point of contact for scholarship documentation from receipt of funds through the final award of scholarships and monitoring of receipt performance. We have purchased AcademicWorks Scholarship software to better manage our awarding systems during the recruitment cycle.  Person Responsible: Denise Groves, Vice President for Enrollment Management. Timetable for Completion: July 15, 2014	In Progress
	We recommend remediation of the negative scholarship accounts. Action plans should be developed and implemented to bring these accounts back into good standing.	Regarding the deficit balances, funds from enhanced earnings have been used to supplement the scholarship funds that have a deficit balances. Considerable progress has been made in reducing the amount and number of deficit accounts. Much of the remaining deficits have been cleared. As of February 28, 2014, the negative balances not awaiting supplemental transfers was \$18,756 compared to \$339,000 in March 2012. Most of this balance will be remediated at the next earnings drawdown scheduled for July 2014.  Person Responsible: Cesario Valenzuela, VPFO Timetable for Completion: July 31, 2014	In Progress
	Management should provide a conservative estimate of	We will develop and implement a written process for	Verification of

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	<p>amounts available for scholarship awards. Any projected earning rates used should be based on an analysis of the current investments, the current earnings rate, historic performance, and should provide for a conservative cushion in the case of a market downturn. The most conservative option for preventing an overstatement of projected earnings is not to include projected earnings in the amount made available for scholarships.</p>	<p>projecting funds available for scholarships incorporating the recommendations.</p> <p>We have contracted with Asset Strategy Consultants (ASC) to serve as our Investment Advisor. As a part of these services, a more accurate estimate of projected earnings and funds available to be used for scholarships will be possible. These procedures will be documented as we move forward. An appropriate spending allocation was determined in conjunction with ASC for the fiscal year 2015 scholarships and the recommended amount to award spreadsheet was developed and submitted to Financial Aid in December 2013. The drawdown needed to fund the estimated fiscal year 2014 scholarship awards was made in August 2013. We are now in our second year of this program and going forward our goal is to have a consistent spending level each year. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant Timetable for Completion: April 7, 2014</p>	<p>Implementation in Progress</p>
	<p>We recommend modifying the calculation of amounts available for award to more adequately reserve for future award periods, specific to each scholarship fund.</p>	<p>This has been incorporated into the process for projecting funds available for scholarships.</p> <p>We have contracted with Asset Strategy Consultants to serve as our Investment Advisor. As a part of these services, a more accurate estimate of projected earnings and funds available to be used for scholarships will be possible. These procedures will be documented as we move forward. We are in our second year of this arrangement. This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant Timetable for Completion: April 7, 2014</p>	<p>Verification of Implementation in Progress</p>
	<p>We recommend discontinuing use of the term “recommendation” by Finance. This term implies that the amount calculated is optional, as it is only recommended. This recommendation was already discussed with Finance, resulting in the issuance of a revised communication to the Committee. In this revised communication, the amounts</p>	<p>This has been incorporated into the written process for projecting funds available for scholarships. This documentation was provided to Internal Audit on April 7, 2014.</p>	<p>Verification of Implementation in Progress</p>

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	<p>are referred to as “maximum available.”</p> <p>We also recommend increased communication with the Committee regarding the use of “surplus” funds. The Committee should understand that the “surplus” funds are not available. In the above-described revised communication, the “surplus” amount is omitted from the communication.</p>	<p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant Timetable for Completion: April 7, 2014</p>	
	<p>The amount communicated to the Committee as available for award should be net of any existing commitments.</p>	<p>This has been incorporated into the written process for projecting funds available for scholarships. . This documentation was provided to Internal Audit on April 7, 2014.</p> <p>Persons Responsible: Cesario Valenzuela, VPFO; Oscar Jimenez, Senior Manager, John Young, Accountant, Denise Groves, VPEM Timetable for Completion: April 7, 2014</p>	<p>Verification of Implementation in Progress</p>
	<p>Communication between the Finance Department and Student Financial Aid should be enhanced to assure that postings are accurate. Similar coding of accounts could be used, or a mapping of accounts maintained that would show which account name in Finance equates to which account name in Student Financial Aid, and vice versa.</p>	<p>Document the naming convention for scholarships, excellence funds.</p> <p>Financial Aid departmental reorganization underway will enhance communication to improve accurate records.</p> <p>The financial aid office is currently in the early stages of implementing the new scholarship software .The software will improve the accuracy of scholarship disbursements. A more efficient process is being developed with new personnel in place.</p> <p>Person Responsible: Mickey Corbett, Director of Financial Aid, Oscar Jimenez, Senior Manager Timetable for Completion: October 30, 2014</p>	<p>In Progress</p>
	<p>As a part of the endowment contract review recommended above, we recommend notation of any required ongoing student performance requirements and any specifics as to how the scholarship should be funded. A monitoring of student performance, enrollment, etc., should then be conducted before further awards (e.g. spring semester) are funded.</p>	<p>Administration policy will be developed addressing the designation and cancellation policy regarding mid-term scholarship awards. The university is currently working on a retention plan and this policy will be reflective of the plan.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: August 1, 2014</p>	<p>In Progress</p>
	<p>The written scholarship processes previously recommended should incorporate not only retention</p>	<p>A standard operating procedures manual will be written outlining the scholarship awarding process and document</p>	<p>In Progress</p>

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	<p>guidelines, but also the method of retention and location of the documents. The processes should be sufficiently detailed so that in the event of employee turnover (planned or unplanned), there is enough information available for new/existing employees to perform the activities necessary to ensure the scholarship processes function as prescribed by management.</p>	<p>retention schedule. Completion of manual is pending. Formal written guidelines from Finance and Advancement concerning who their contact person is and procedure to determine available funds for scholarships are still needed.</p> <p>A initial meeting was held between staff members of Financial Aid, Finance, and the President’s Office. A general outline of scholarship creation, fund balance notification, and nomination/awarding/crediting student accounts was discussed. The University purchased software to automate the application and selection processes. Training and implementation is ongoing at this time. We do not expect completion of the implementation until October 2014. After implementation of the new process a complete scholarship process will be formally written and approved.</p> <p>Person Responsible: Mickey Corbett, Executive Director for Enrollment Services Timetable for Completion: October 30, 2014</p>	
	<p>We recommend an increased level of scrutiny during the review and approval process. Related expenditure policies, such as the Travel Policy and the Purchasing Policy, should be revised to clearly assign accountability for the accuracy of the requisitions or other requests for payment submitted into the Purchase and Requisition process in Banner or otherwise submitted to the Controller’s Office for payment.</p>	<p>The Purchasing and Senior Manager’s Office will increase their level of scrutiny during the review and approval process of all reimbursements. In situations such as this, the Senior Manager will require a copy of the signed Endowment/Excellence agreement indicating that the expenditure is allowed under the agreement. Any questionable items must be resolved before payment.</p> <p>The Senior Manager’s Office will require a copy of the written contract which supports the expenses to be reimbursed for speakers. In addition, the Travel and Purchasing policies will be modified to reflect this requirement.</p> <p>In fiscal year 2014 year to date, excellence funds have not been used to pay guest speakers. Accounting Services department will continue to monitor payment requests and will require copy of contract before payment is approved.</p> <p>The Senior Manager’s Office requires a copy of all service contracts before payment is approved. The travel policy modification is still in progress.</p>	<p>In Progress</p>

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	<p>Communication with donors should be ongoing and proactive. Planned and strategic communication can result in increased donor satisfaction, particularly where defined objectives (such as scholarships) are embedded in the donation. We recommend establishing a program of donor communication and cultivation which would automate periodic communications to each donor.</p>	<p>Persons Responsible: Kim Lewis, Budget Assistant, Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director. Timetable for Completion: June 30, 2014</p> <p>We recognize the need to implement a comprehensive donor management program (from identification and cultivation to solicitation and stewardship) and have begun implementation of the following steps to move us towards that goal:</p> <ol style="list-style-type: none"> <li><b><u>Donor and Alumni data consolidation/updating:</u></b> Consolidate donor, alumni, and prospective donor records into University’s Banner system. Address and wealth screen all available data records once in Banner system. Code donor records (according to wealth screen and other available criteria) in order to segment donors/approaches. Document donor contacts within system and track stewardship ‘touches.’</li> </ol> <p>A Programmer was hired and the data consolidation from the Plus system was completed in December 2012. Program re-assigned in fall 2013 to continue project and assist alumni office with data clean up. Timetable for Completion: December 31, 2014</p> <ol style="list-style-type: none"> <li><b><u>Alumni/Donor Publications:</u></b> Sustainable budget-plan for the development and distribution of annual publications has been developed to include: <ul style="list-style-type: none"> <li>• one hard-copy publication to all SRSU Alumni/Donors</li> <li>• Electronic news on a weekly to bi-monthly basis</li> <li>• one additional publication for Alumni Association members and Donors</li> <li>• Additionally, all alumni are now receiving annual appeals for general or designated donation, along with option to join alumni association.</li> </ul> </li> </ol> <p>Person Responsible: Advancement Leadership Position vacant. Karen Brown, Director of Alumni Affairs and Coordinator of Advancement is assisting. Timetable for Completion: December 31, 2014</p>	<p></p> <p>In Progress</p> <p>Implemented</p>

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	We recommend reviewing the spreadsheet used to allocate earnings to assure appropriate methodology, including excluding Historical Treasures from the endowment values for allocation purposes.	<p>Management agrees with the recommendation to review the endowment interest allocation process. The endowment spreadsheet will be reviewed.</p> <p>Project has been extended to June 30, 2014.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Cesario Valenzuela, Vice President for Finance and Operations, and Nieves Kolesar, Accountant. Timetable for Completion: June 30, 2014</p>	In Progress
<b>McNair Grant, August 2012</b>	The logs should be monitored by McNair staff to assure the monthly charges do not exceed \$5,000. Additionally, the Purchasing Department should review total credit card charges for each cardholder monthly to detect any such policy violations.	<p>The McNair Director will monitor the Purchasing Card Transaction logs to assure monthly charges do not exceed \$5,000. The Purchasing Director will review total credit card charges monthly for compliance.</p> <p>McNair Director has monitored purchasing logs. No charges have exceeded \$5,000 nor will they in the future.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, and Mary Bennett, McNair Director Timetable for Completion: October 31, 2013</p>	Implemented
	Provide training to McNair staff, faculty and travelling students regarding the Travel Policy requirements. Documentation should be maintained, such as a sign-in sheet, to verify that all students and faculty participating in the McNair Project have been trained prior to travelling.	<p>Management agrees with this recommendation. The Senior Manager’s Office will provide training for McNair staff. Students will receive travel training in order to process their advances. Students will sign a statement verifying responsibility for reimbursing the university in the absence of required receipts, acknowledging personal credit-debit card statements will not substitute for actual receipts.</p> <p>The Accounting Services Department conducted a travel training workshop on April 17, 2013.</p> <p>The Accounting Service department will conduct more training sessions during the Fall 13 semester.</p> <p>Annual training will be provided for all McNair students conducting research during the summer research institute. A group training is scheduled for this summer’s researchers for the week of June 9<sup>th</sup>, 2014.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Kim Lewis, Budget Assistant, and Irma Ramirez, Accounting Assistant</p>	In Progress

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	<p>The McNair Student Travel Policy should be reviewed for consistency with the January 2012 version of the Travel Regulations. The purpose and allowable costs of the grant should be considered when determining policy provisions, such as the type of travel performed by the students and the support provided the students by the grant.</p> <p>Available applications of the Banner system should be developed to act as preventive controls, preventing inappropriate combinations of Funds with Organizations. Additionally, and until Banner is so developed, detection controls should be implemented to assist in detecting and correcting such errors in a timely fashion.</p>	<p>Timetable for Completion: June 30, 2014</p> <p>The McNair Student Travel Policy will be reviewed for consistency with the current SRSU Travel Regulations. The allowable costs of the grant will be considered in determining policy revisions.</p> <p>Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014</p> <p>Management agrees with the recommendation. In addition to the controls currently in use, management plans to implement online Travel applications, which would put in place an additional layer of controls for account managers to detect and disapprove items not valid for their fund.</p> <p>The incorrect posting of the \$405.78 has been corrected with JE # FL001972 on August 17, 2012.</p> <p>Persons Responsible: Lisa George Director of Accounting, Kim Lewis, Budget Assistant, Tanya Romero, Budget Specialist Timetable for Completion: June 30, 2014</p>	<p>In Progress</p> <p>In Progress</p>
<p><b>Upward Bound Grant, September 2012</b></p>	<p>Travel documentation should be coordinated so that payment is appropriate and all required documentation is submitted. Ideally, the travel clerk would accumulate the documentation to assure compliance with the travel policy.</p> <p>The Upward Bound grant fund should also be reimbursed for the double-payment of the occupancy tax. The University should seek restitution from the employee for the incorrect reimbursement of the \$48.33.</p>	<p>Management agrees with this recommendation and will coordinate with the Purchasing Department to obtain documentation on lodging payments paid through the purchasing system. The travel clerk will review all other travel documents to ensure that appropriate documentation has been filed. The Senior Manager’s Office will seek reimbursement from the employee who was overpaid.</p> <p>Purchase requisition requests for hotel lodging direct pay are reviewed by Purchasing. Purchasing will notify the accounting assistant and will disclose the name of person(s) that are traveling. The Accounting Assistant will verify the maximum rate allowed, and determine if a higher lodging request is needed.</p> <p>Person Responsible: Kim Lewis, Budget Assistant, Irma Ramirez, Accounting Assistant. Oscar Jimenez, Senior Manager Timetable for Completion: November 1, 2013</p>	<p>Implemented</p>
<p><b>Signature Authority,</b></p>	<p>Delegation of signature authority (other than lateral or upward delegation) should be prohibited in any situation</p>	<p>The Executive Cabinet approved the Signature for Internal Transactions Policy on April 8, 2014, for</p>	<p>Verification of Implementation in Progress</p>

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April 2013	where the signature is required by policy. Policy should be developed to describe any delegation of signature authority that is allowed, if any, and the documentation that should be maintained to support such delegation.	inclusion in the University-wide Administrative Policy Manual.  Persons Responsible: SRSU Executive Cabinet Timetable for Completion: April 8, 2014	
Purchasing Card, University General Credit Card, and University Corporate Travel Card Programs, June 2013	Purchasing policy should be revised to clarify the frequency and substance of periodic purchasing card audits and the requirements for transaction log approval for account managers as cardholders.	We will revise our policy to require that periodic audits be performed at least twice a year. If files are kept centrally at Purchasing Office or imaged on Image Now, these audits will be easier to perform. In addition, the policy will be clarified to require cardholders to have supervisor’s review and signature.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: May 30, 2014	In Progress
	Any purchasing card issued (excepting to the SRSU President) should be approved by the cardholder’s supervisor. This includes approval of the transaction and monthly limits, as well as any changes to the limits thereafter.  Changes to credit limits should be approved by the cardholder’s supervisor and the related documentation of the Purchasing Department with the credit card company should be retained.	The policy will be revised to require all purchasing cardholders to obtain supervisory approval. Currently, two levels of approvals are being setup online for cardholder and cardholder’s supervisor to approve all Purchasing Card transactions online. Supervisors are being trained on how to process these approvals online.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: June 30, 2014	In Progress
	Transitions of both account managers and cardholders should be managed by the Purchasing department so that the risk of noncompliance by the account manager and possible misuse of the cards is mitigated.	Cardholders will be retrained and this issue will be emphasized. In addition, Purchasing will coordinate with Human Resources whenever terminations or transfers are known in order that compliance with the policy is assured.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: May 30, 2014	In Progress
	While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. Purchasing card training should also include ethics training. A review of invoices by the Purchasing Department may also reveal that gifts are being sent to the requisitioning department. Vendors known to be giving such gifts should be contacted and informed of SRSU policy.	We will revise the Purchasing Policy to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. We feel that if we receive all backup documentation for Purchasing Card purchases, we can better control this process. To control the purchase order process, we will add a text note to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff will be retrained on reviewing supporting documentation for indications of gifts by	Verification of Implementation in Progress

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		<p>vendors. All employees receiving such gifts will be reminded of the prohibition against such actions.</p> <p>A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: April 30, 2014</p>	
	The webpages and all linked documents pertaining to the Purchasing Card program should be updated to reflect the most current information.	<p>Webpage links will be updated.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, Monica Lopez, Purchasing Staff Timetable for completion: May 30, 2014</p>	In Progress
	The Finance department should evaluate the cost/benefit of centralizing the purchase of common office supply items through the central supply room. Having departments order through the supply room could provide better control over pricing, limit the number of purchases, and expedite the receipt of the goods in the requesting department.	<p>We agree with this recommendation and will perform a detailed cost/benefit analysis of this option to identify all issues and benefits and determine the feasibility.</p> <p>Persons Responsible: Noe Hernandez, Purchasing Director, Cesario Valenzuela, VPFO Timetable for Completion: May 30, 2014</p>	In Progress
	Governance should be applied toward the purchase of food items. A formal policy should be developed to control the food items purchased to assure compliance with the TSUS Rules and Regulations.	<p>The current policy will be reviewed and suggested changes submitted to the Executive Cabinet for consideration and/or approval. In addition, all Purchasing Card transactions for the current year will be reviewed in an effort to identify all departments which may be regularly purchasing these items.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: May 30, 2014</p>	In Progress
	Purchasing Department staff should document verification of the User Guidelines on the Card Request Form each time a user requests the University General Credit Card.	<p>We will ensure that users fill out this form every time they check out a credit card. Policy guidelines will be printed on the reverse side of the request form to ensure that everyone is reminded of and/or made aware of the policy.</p> <p>Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: May 30, 2014</p>	In Progress
	Purchasing department staff who issue and receive returned University Credit Cards, and log card use, should be trained on the policy, including examples so as to increase understanding of when documents and	<p>We will retrain staff to look for completeness of receipts, requisitions, and related documents. In addition, if a receipt is determined to be noncompliant, the card user will be required to return a compliant receipt and will not</p>	Verification of Implementation in Progress

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	receipts are compliant. Only trained staff should be allowed to issue cards, receive cards, or log card use.	be allowed to use the card until this is done.  Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: February 28, 2014	
	University Credit Card requestors/users and requesting account managers should receive training as to the requirements of the University Card policies prior to use of the University card.	Card users will be trained/informed about the policy before issuance of card. In addition, the cardholder will sign to certify that they have read all policies and are aware of their responsibilities. Violations of these requirements will result in the forfeiture of card privileges and may result in personal financial responsibility on the part of the violator.  Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: February 1, 2014	Verification of Implementation In Progress
	Oversight of the University card processes should be increased to include a monthly (at minimum) management review of the log. Additionally, the credit card statement should be reconciled monthly to the log to assure no unauthorized transactions have occurred.	Monthly reconciliation between the receipts, requisitions and statements is currently performed by Purchasing Staff. The transaction log will be added as part of this reconciliation to increase oversight. In addition, we will require users to complete and sign the log when the card is issued and returned, this will be certified by Purchasing Staff. The Director of Purchasing will conduct a monthly review of all the reconciliations performed to ensure compliance with this requirement.  Persons Responsible: Cassandra Guevara, Buyer, Noe Hernandez, Purchasing Director Timetable for Completion: May 30, 2014	In Progress
	Purchasing policy should be revised to require the account manager to approve (by signature) the itemized University Card receipts before submission to Purchasing. This would indicate approval of the items purchased as well as the amount spent. This would also mitigate the risk of misuse by the card user, if he/she understands that the receipts will be reviewed.	The Purchasing policy will be updated to add this requirement similarly to the travel receipts requirement.  A practice has been implemented to get signature on all Credit Card Receipts by the account manager. Policy change is pending.  Person Responsible: Noe Hernandez, Purchasing Director Timetable for Completion: April 30, 2014	Verification of Implementation In Progress
	Purchasing policy should be revised to address special circumstances, and when additional scrutiny and/or approval should be required as regards compliance with University Credit Card restrictions.	We will revise the policy and submit changes requiring special approval for these circumstances to Executive Cabinet for consideration.  Person Responsible: Noe Hernandez, Purchasing Director	In Progress

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		Timetable for Completion: May 30, 2014	
	The Travel Regulations should be revised to incorporate additional guidance and governance over the Travel Card program. Key controls over card issuance, physical custody of the cards, any required forms, etc., should be well defined in the policy.	The travel regulations will be revised to include more explicit detail of controls as outlined in the audit report.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	In Progress
	The Travel Card use agreement is a key control in the Travel Card program and the requirement for each cardholder to sign one, and the timing of such, should be included in the Travel Regulations.	Management agrees with this recommendation and the practice has been to require the agreement. However, this requirement will be incorporated into the Travel Regulations to make it a formal requirement.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	In Progress
	All uses of the Travel Card should have documented supervisory approval. If travel vouchers are not required for each use, then some other form of documented approval should be required by policy.	The policy will be revised so that non-travel expenditures are not allowed uses of the travel card. If other arrangements for the non-travel expenditures cannot be made, exceptions to the policy will require advance written supervisory approval.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	In Progress
	Guidance should be provided in the policy to define what is an allowable and what is an unallowable use of the travel card, as well as what documentation should be submitted to substantiate the items purchased. Accounting Services staff should examine receipts for authenticity and question receipts that appear suspicious.	The policy will be revised to clearly define allowable and unallowable uses of the travel card. The Accounting Services staff will be retrained in reviewing receipts and documentation for authenticity and question any receipts which appear suspicious.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	In Progress
	In addition to requiring the receipts, the travel policy should be revised to also state what the processes will be, and any potential repercussions, in situations when receipts are missing or insufficient.	The travel policy will be revised to include the process for proper documentation as well as consequences for noncompliance. One form of consequence for noncompliance to be included will be that expenses without receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended.	In Progress

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		Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	
	The Travel Regulations available on the SRSU website should be consistent and should be the approved version. Travel vouchers should not be accepted by Accounting Services without the appropriate supervisory approval.	The information provided on the SRSU website on the Accounting Services web page and the Administrative Policy Manual will be updated to both reflect the most current approved Travel Regulations. In addition, travel staff will be retrained to ensure understanding of and compliance with this requirement. Accounting Services will evaluate the feasibility of only providing links to the Administrative Policy Manual, thus making it the only official document.  Person Responsible: Lisa George, Director of Accounting Services Timetable for Completion: June 30, 2014	In Progress
	Travel vouchers should not be accepted by Accounting Services without all receipts either signed or initialed by the traveler.	Accounting Services department staff will be retrained not to process travel vouchers without signed receipts. As noted above, the travel policy will be revised to include the process for proper documentation as well as consequences for noncompliance. One of these consequences to be added to the policy will be that expenses without signed receipts will not be paid without approval from an Executive Cabinet member. If this approval is not received then the cardholder will be held responsible for the expense and further card privileges suspended.  Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant. Timetable for Completion: June 30, 2014	In Progress
	Accounting Services staff should be trained on current policy, empowered to enforce policy, and held accountable for detecting noncompliance. As previously recommended, Accounting Services should not accept travel vouchers that are not compliant with policy.	Accounting Services staff will be retrained to not accept travel vouchers that are not compliant with policy and to enforce allowed penalties upon violators.  Persons Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant. Timetable for Completion: June 30, 2014	In Progress

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	<p>Developing formal cardholder training materials and training each cardholder would assure consistent and effective communication of expectations. Training materials should be updated and cardholders retrained whenever there are changes to the processes or policy.</p>	<p>Training sessions will be held for all users of university travel cards. In addition, a written helpful hints document will be provided to each user for future reference.</p> <p>Person Responsible: Lisa George, Director of Accounting Services, Corina Ramirez, Accounts Payable Supervisor, Irma Ramirez, Accounting Assistant.</p> <p>Timetable for Completion: June 30, 2014</p>	<p>In Progress</p>
	<p>The penalties as delineated in the Purchasing policy and the Travel Regulations for noncompliance, misuse, abuse, etc., of the credit cards and the credit card programs should be enforced as written in policy.</p>	<p>Penalties will be enforced as noted in the policy for all programs as revised. We will send out campus notifications reminding all staff of this.</p> <p>Persons Responsible: Lisa George, Director of Accounting Services, Noe Hernandez, Purchasing Director</p> <p>Timetable for Completion: June 30, 2014</p>	<p>In Progress</p>
<p><b>Management Advisory Letter, GEAR UP Grant, June 2013</b></p>	<p>Employment applications for applicants who are selected for hire should be reviewed, processed and maintained by Human Resources before the applicants are hired.</p>	<p>Human Resources (HR) will require that all documentation for applicants selected for hire is reviewed by HR and then maintained in HR files.</p> <p>Person Responsible: Judy Perry, Director of Human Resources</p> <p>Timetable for Completion: August 31, 2014</p>	<p>In Progress</p>
	<p>While ethics training is provided biannually for all staff, the Purchasing policy should also reference the ethics policy. The Purchasing Department should regularly remind requisitioning departments and Purchasing Card cardholders that gifts may not be accepted. The Purchasing department staff and Accounting Services staff should review supporting documentation for indications of gifts being given by the vendors. Vendors known to be giving such gifts should be contacted and informed of SRSU policy.</p>	<p>We will revise the Purchasing Policy to reference the ethics policy and also remind all employees of the prohibition against accepting gifts from vendors. We feel that if we receive all backup documentation for Purchasing Card purchases, we can better control this process. To control the purchase order process, we will add a text note to our Purchase Orders reminding all vendors of this prohibition. In addition, we will continue to notify all vendors about our gift policies. All Purchasing staff will be retrained on reviewing supporting documentation for indications of gifts by vendors. All employees receiving such gifts will be reminded of the prohibition against such actions.</p> <p>A note has been added to all purchase orders as a reminder to vendors of our gift policy. Policy revision is pending.</p> <p>Person Responsible: Noe Hernandez, Purchasing Director</p>	<p>Verification of Implementation in Progress</p>

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	<p>Grant Project Directors should assure advance approval for expenditures is obtained appropriate to the respective grant. The Director should certify on the Purchase Requisition (to also be printed on the Purchase Order) that the expenditure received the appropriate approval.</p>	<p>Timetable for Completion: April 30, 2014</p> <p>We will require grant directors to include or provide written approval from the grant coordinator at the DOE and include a certification on the requisition and subsequently printed on the purchase order that indicates approval was received and on Purchasing Card logs when appropriate.</p> <p>Person Responsible: Denise Groves, Vice President for Enrollment Management Timetable for Completion: August 1, 2014</p>	<p>In Progress</p>
	<p>Department managers should submit a financial analysis monthly to their immediate supervisors. The financial analysis should include explanations of large or unusual Maintenance and Operations (M&amp;O) expenditures. This additional oversight will assist in detecting misspent funds and will also increase the accountability of the department managers.</p>	<p>We will develop a policy which will require explanations of large or unusual purchases made with M&amp;O funds. This explanation will have to be submitted to and approved by the account manager’s supervisor. Since we use semester budgeting for M&amp;O, it will be easier to identify these unusual circumstances. The Director of Accounting Services has identified some Banner reports which may help with this process and we are evaluating those.</p> <p>Person Responsible: Cesario Valenzuela, Vice President for Finance and Operations Timetable for Completion: June 30, 2014</p>	<p>In Progress</p>
<p><b>McNair Grant, September 2013</b></p>	<p>Measures should be taken to remedy the grant for violations of regulations governing when grant funds may be expended (34 CFR 75.263 - Expanded Authorities). A review process should be implemented to assist the Grants Accountant and to assure compliance.</p>	<p>Management agrees with the recommendation to remedy the grant for the aforementioned violations. The Grants Accountant will work on the process of refund procedures for the Department of Education. The Director of Accounting Services will supervise work of the Grants Accountant. Supervision shall include periodic review and approval of journal entries and reconciliations for the purpose of assuring compliance. Director of Accounting will further supervise Grants Accountant to include ongoing communication regarding grants and federal regulations affecting grants.</p> <p>Outreach to the Department of Education continues without response.</p> <p>Person Responsible: Lisa George, Director of Accounting Services; John Young, Grant Accountant Timetable for Completion: June 30, 2014</p>	<p>Factors Delay Implementation</p>
	<p>A reconciliation process should be developed and</p>	<p>Management agrees with the recommendation to remedy</p>	<p>Factors Delay</p>

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	<p>implemented to assure that the appropriate amount of indirect cost is recorded. This reconciliation should be included in the management review process. Additionally, Accounting Services leadership should be informed when indirect cost charging is discontinued and/or resumed, with documented acknowledgment by leadership. Actions should be taken to remedy the grant for the \$2,088 incorrectly charged for indirect costs.</p>	<p>the grant for incorrect charges of indirect costs. Grants Accountant will create an Indirect Cost Recovery Summary that reconciles Calculated Indirect Cost Recovery with Actual Indirect Cost Recovery. This report and any reconciling differences will be reviewed and approved by the Director of Accounting Services on a quarterly basis. The Grants Accountant will request reviews with the Project Director to identify participant expenses to ensure correct allocation of indirect costs. The Grants Accountant will communicate to the Director of Accounting Services and the Vice President for Finance and Operations any issues and unusual circumstances.</p> <p>Outreach to the Department of Education continues without response.</p> <p>Person Responsible: Lisa George, Director of Accounting Services; John Young, Grants Accountant; Mary Bennett, McNair Director Timetable for Completion: June 30, 2014 to remedy the grant. January 31, 2014 to create Indirect Cost Recovery Summary Report.</p>	<p>Implementation</p>
	<p>Accounting personnel handling travel-related documentation, such as travel vouchers, should be trained to code the travel expenses in compliance with the State guidance. Reviewing the coding should be a part of the accounting leadership’s review and approval process.</p> <p>Financial reviews should be performed by McNair staff and Accounting Services staff to assure consistent expense coding.</p>	<p>Management agrees with the recommendation for travel related expenses. The current accounting assistant for travel has been trained on proper coding and compliance with standardized Expenditure Codes. The Accounts Payable Supervisor will review and approve coding and appropriate documentation for travel vouchers processed by the Travel Clerk.</p> <p>McNair Project director has reviewed subsequent travel and found no further inconsistencies in travel coding. Future travel and coding will continue to be monitored.</p> <p>With regard to the consistent coding for expensing stipends, a deliberate decision was made to use account code 7679, as the Grant Accountant assessed that this code more accurately reflects the classification of expense. This code will continue to be used in the future. The Grants Accountant and Project Director will perform financial reviews to ensure the expense account for stipends are correctly coded and used consistently.</p>	<p>Implemented</p>

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	<p>The McNair grant document states that, in addition to the SRSU internal audit, “an external evaluator will be hired to assist with the formative and summative evaluation of the McNair Program.” The grant requirements as written should be complied with. Therefore, an external evaluation for the related grant cycle should be obtained.</p>	<p>Person Responsible: Corina Ramirez, Accounts Payable Supervisor; Irma Ramirez, Accounting Assistant Travel, John Young, Grants Accountant; Mary Bennett, McNair Project Director Timetable for Completion: September 30, 2013</p> <p>An external evaluator will be identified and contacted within the next 90 days in order to conduct a site visit for the purpose of evaluating the grant cycle which ended on September 30, 2012.</p> <p>Hiring an evaluator with current grant funds to conduct activities from a previous grant cycle which has already ended is an unallowable use of federal grant monies. Therefore, Project Director contacted the DOE requesting that the evaluation for years 2008-2010 of the previous grant cycle be waived.</p> <p>Completion of the previously funded and expired grant’s evaluation activity has been waived by the Department of Education’s McNair Program Officer.</p> <p>Person Responsible: Mary Bennett, Project Director Timetable for Completion: January 2014</p>	<p>Implemented</p>
<p><b>Upward Bound Grant, September 2013</b></p>	<p>Upward Bound, Purchasing, and Accounting Services staff should be trained regarding appropriate use of the State of Texas account structure. The level of supervision over this process should be increased as appropriate until staff is proficient in account selection.</p>	<p>Management agrees that Upward Bound, Purchasing and Accounting Service staff should be trained for appropriate use of the State of Texas account structure in for all account coding. In addition, supervision over the coding and review process shall be increased until proficiency is gained.</p> <p>With regard to consistent coding for expensing stipends, a deliberate decision was made to use account code 7679, as the Grant Accountant assessed that this code more accurately reflects the classification of expense. This code will continue to be used in the future. The Grants Accountant and Project Director will perform financial reviews to ensure the expense account for stipends are correctly coded and used consistently.</p> <p>A Quick Guide of Common Accounts will be developed to assist in determining the correct code per State of Texas guidelines and to ensure consistency.</p>	<p>In Progress</p>

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		<p>The Accounts Payable Supervisor will be responsible for reviewing coding as part of specific job duties to ensure correct account codes are being used by Purchasing and the Accounts Payable staff including journal entries. The documented approval process will indicate that the appropriate codes and dollar amounts are correct in these transactions.</p> <p>Person Responsible: Lisa George, Director of Accounting Services; Noe Hernandez, Director of Purchasing; Corina Ramirez, Accounts Payable Supervisor; Barbara Vega, Program Director, Deborah Tout, USAS Specialist Timetable for Completion: May 30, 2014</p>	
	<p>The major project expenditures, such as the lodging and meal plans for the summer program, should be monitored throughout the year, especially expenses which are arranged ahead of time that are historically subject to change. The grant should be corrected for a \$936 overcharge.</p>	<p>Management agrees with the recommendation for consistent monitoring of accounts and correcting the grant for the \$936 overcharge.</p> <p>Upward Bound staff will have “receiving required” as part of the requisition/purchase order process and will maintain paper files of any updates or changes to students attending the summer program as reported for meal plans housing. Upward Bound staff will reconcile invoices with number of students attending before releasing for payment. Staff will maintain both electronic communications and paper records in the summer program notebook.</p> <p>Credit for the \$936 overcharge was received by offsetting charges during fiscal year 2014.</p> <p>Person Responsible: Barbara Vega, Program Director; John Young, Grants Accountant Timetable for Completion: December 31, 2013</p>	<p>Implemented</p>
<p><b>Joint Admission Medical Program Council (JAMP) Grant, October 2013</b></p>	<p>JAMP management and staff should review SRSU policy regarding time and effort documentation and develop systems to maintain the required level of documentation. Compliance with policy should be monitored by the JAMP Faculty Director.</p>	<p>Management concurs and will comply with SRSU policy by processing the non-exempt employee’s time as follows. JAMP Faculty Director will authorize hours to be worked under the grant by non-exempt employee using a Temporary Employment Form. Hours to be worked beyond 40 per week will be authorized at the overtime rate. Non-exempt employee will submit a separate timesheet for grant hours worked on a monthly basis as the work is performed. Human Resources will base payments on timesheets approved by JAMP Faculty Director.</p>	<p>In Progress</p>

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		<p>Due to the JAMP program mainly being continued in the Spring and Summer months, we will be delaying completion of this activity until August 2014. We will be implementing the policy this Spring 2014 semester, and evaluating its effectiveness over the next 8 months.</p> <p>Person Responsible: Dr. Chris Ritzi, JAMP Faculty Director Timetable for Completion: August 31, 2014</p>	
<p><b>Public Funds Investment Act Audit (PFIA), December 2013</b></p>	<p>The SRSU Investment Officer should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS Investment Policy – Operating Funds.</p>	<p>Finance staff will create a formal checklist of all required investment reporting to specifically identify PFIA, SAO, and Rider 5 quarterly and annual investment report requirements. This checklist will be utilized to ensure that all requirements are met.</p> <p>Person Responsible: Cesario Valenzuela, VP for Finance and Operations and Investment Officer, and Tammy Jamison, Administrative Assistant to the VPFO Timetable for Completion: June 30, 2014</p>	<p>In Progress</p>
<p><b>Banner Security, December 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>There were twenty-two audit recommendations resulting from this audit. Three of the recommendations are pending verification of implementation and nineteen of the recommendations are in progress of being implemented.</p>		
<p><b>IT Policy Guideline Compliance Review, August 2013</b></p>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Compliance achieved for the elements noted is as follows:</p> <p>Policy: 64% complete (compared to 64% as of February 2014) Procedure: 75% complete (compared to 75% as of February 2014) Demonstrable Procedure: 50% complete (compared to 50% as of February 2014)</p>		
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<p><b>The Texas Prompt Payment Act Audit, June 2009</b></p>	<p>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</p>	<p>1/17/14-The Financial Services portion of this item has been resolved. An update on the interface portion needs to be deferred to the Library and IT.</p> <p>1/15/14 – From IT The Migration to Sierra has been completed. Post</p>	<p>In Progress</p>

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	there is a method of interfacing their independent systems with SAP to eliminate the double entry process.	<p>installation tasks are being identified</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 7/16/13 – Revised Timetable for Completion: December 2014</p>	
<b>Audit of Restricted Research Expenditures, December 2012</b>	The Office of Research and Federal Relations should develop and implement written procedures to ensure PIs are aware of and are following University policy related to paying human subjects.	<p>4/21/14 - Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Dr. Mike Blanda, Asst. VP for Research and Federal Relations</p> <p>Timetable for Completion: September 1, 2013 Revised Timetable for Completion: November 1, 2013</p>	Implemented
	The Office of Research and Federal Relations should make appropriate revisions to ensure consistency between the University policy and the Financial Interest Disclosure (FID) form. In addition, the FID form should be project specific to reflect a Researcher's potential financial conflicts for each project.	<p>4/21/14 - Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Becky Northcut, Director of Research Integrity and Compliance</p> <p>Timetable for Completion: September 1, 2013 10/8/13 - Revised Timetable for Completion: December 1, 2013 1/28/14 - Revised Timetable for Completion: April 1, 2014</p>	Implemented
	The Office of Research and Federal Relations should ensure that all PIs complete a FID form and where applicable, there is a written Conflict of Interest Review Committee (CIRC) report and supporting documentation for all potential financial conflicts of interest.	<p>4/21/14 - Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Becky Northcut, Director of Research Integrity and Compliance</p> <p>Timetable for Completion: September 1, 2013 10/8/13 - Revised Timetable for Completion: November 1, 2013 1/28/14 - Revised Timetable for Completion: April 1, 2014</p>	Implemented
	The Office of Research and Federal Relations should ensure all completed FID forms are up-to-date with the current policy.	<p>4/21/14 - Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Becky Northcut, Director of Research Integrity and Compliance</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 (*)
		Timetable for Completion: September 1, 2013 10/8/13 - Revised Timetable for Completion: December 1, 2013 1/28/14 - Revised Timetable for Completion: April 1, 2014	
<b>Contract Compliance, November 2012</b>	Contracting and purchasing policies and procedures should be consistently followed.	4/15/14 – The UPPS 03.04.04 is in the review cycle awaiting Cabinet's review and approval.  Person Responsible: Jacque Allbright, Director of Procurement and Strategic Sourcing  Timetable for Completion: September 1, 2013 1/27/14 - Revised Timetable for Completion: March 1, 2014 4/15/14 – Revised Timetable for Completion: June 1, 2014	In Progress
<b>Audit of Petty Cash Funds, December 2012</b>	The University should periodically assess the departments' need for petty cash funds.	04/09/14 - Communications to current petty cash custodians will be issued in April 2014 outlining the transition to the new UPPS. All petty cash funds will be reconciled and documented/reissued under the new petty cash fund no later than 05/31/14.  The responsible person for completion of this action plan is James Webb, Director of Accounting.  Person Responsible: Bill Nance, Vice President for Finance and Support Services  Timetable for Completion: September 1, 2013 10/03/13 – Revised Timetable for Completion: January 1, 2014 1/21/14 - Revised Timetable for Completion: March 31, 2014 4/09/14 - Revised Timetable for Completion: May 31, 2014	In Progress
<b>Audit of the Controlled Assets Management Processes, October 2012</b>	Missing, Damaged Or Stolen Property Reports should be prepared and processed according to University Policies and Procedures Statements (UPPS).	4/21/14 – The Power point training presentation is being verified by the Office of Audits and Analysis.  Person Responsible: Frank Gonzalez, Director of Materials Management and Logistics  Timetable for Completion: September 1, 2013 10/2/13 - Revised timetable for Completion: February 1, 2014.	Verification in Progress
<b>Receipt Processing Procedures, April 2013</b>	Departments should develop and implement procedures to ensure employees comply with UPPS 03.01.05 regarding <i>University Income Recognition and Associated Cash-Handling Procedures</i> .	All departments that had exceptions noted in the audit will implement written procedures to ensure compliance with UPPS 03.01.05 as addressed in this report.	Verification in Progress

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		<p>4/21/14 – The Office of Audits and Analysis is currently in the process of reviewing the procedures provided by the Box Office Manager.</p> <p>Person Responsible: Robert Styer, Box Office Manager, College of Fine Arts and Communication Timetable for completion: September 1, 2013 1/27/14 - Revised timetable for Completion: April 1, 2014</p>	
<b>Continuity of Mission Critical Systems Operations, June 2013</b>	The University should consider replacing the batteries used in its UPS battery packs when test results for several of the batteries within a pack are noted to be found with faults, especially for battery packs supporting its mission critical systems.	<p>4/7/14 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Mike Krzywonski, Director of Network Operations Timetable for completion: January 1, 2014 1/17/14 - Revised timetable for Completion: March 31, 2014</p>	<b>Implemented</b>
<b>Compliance Audit of Procurement Cards, June 2013</b>	The Department of Purchasing and Strategic Services should stop signing these agreements and allowing departments to perform procedures that override established controls. If procedural/policy changes to the P-Card Manual and/or the applicable UPPS are desired, such changes should be documented in the University's official policy repository and communicated to the University community prior to deployment. Account managers and cardholders should develop and implement written procedures sufficient to ensure that they comply with all policies and procedures contained in the Manual.	<p>1/28/14 – Procedures have been updated. In progress of creating a PPS for Memorandum of Understanding program.</p> <p>Person Responsible: Jacquelyn Allbright, Director of Purchasing and Strategic Sourcing Timetable for completion: November 1, 2013 1/28/14 - Revised Timetable for Completion: April 1, 2014 4/15/14 – Revised Timetable for Completion: June 1, 2014</p>	<b>In Progress</b>
<b>Preferred Vendors and Contractors, June 2013</b>	Management should develop and implement written policies and procedures regarding the use of preferred vendors and contractors. These policies and procedures should include, but should not be necessarily limited to, the creation and use of a preferred vendor/contractor listing, the types of product(s) each preferred vendor/contractor provides, and the reason for using these vendors and contractors. Additional consideration should be given to include when these vendors or contractors should be used, where buyers can locate a complete listing of designated preferred vendors/contractors, and who can be contacted if buyers have additional questions related to preferred vendors/contractors.	<p>3/31/14 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Jacque Allbright, Director of Purchasing and Strategic Sourcing Timetable for Completion: April 1, 2014</p>	<b>Implemented</b>
<b>Joint Admission</b>	The JAMP faculty director should ensure that they comply with the University's Travel Policies and Procedures and	3/17/14 – Verified as implemented by the Office of Audits and Analysis.	<b>Implemented</b>

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Audit Report	Recommendations	Management's Most Current Response	Status (*)
<b>Medical Program (JAMP), October 2013</b>	should reimburse JAMP the \$42 that should have been deducted.	Person Responsible: Mr. W. Scott Erwin, Director of Sponsored Programs Timetable for completion: November 15, 2013 1/29/14 - Revised Timetable for Completion: February 28, 2014	
<b>Public Funds Investment Act (PFIA), December 2013</b>	The University should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS <i>Investment Policy – Operating Funds</i> .	4/22/14 – Verified as implemented by the Office of Audits and Analysis.  Person Responsible: William A. Nance, Vice President for Finance and Support Services Timetable for Completion: March 1, 2014	Implemented
<b>Emergency Operations, November 2013</b>	The University should develop, approve, and implement a single comprehensive policy that includes an Emergency Operations Plan that is compliant with TEC Section 51.217.	Management agrees. University management will form a committee with one of its charges being to develop and implement a written comprehensive policy that includes an Emergency Operations Plan that is compliant with TEC 51.217.  Persons Responsible: Russell Clark, Director of EHSRM and Ralph Meyer, Director of University Police Department Timetable for Completion: September 1, 2014	In Progress
	The University should have a safety and security audit conducted and should report the results of that audit to the Board of Regents and to the division of emergency management of the office of the governor.	A safety and security audit will be conducted and the results will be reported to the Board of Regents and the division of emergency management of the office of the governor.  Persons Responsible: Russell Clark, Director of EHSRM and Ralph Meyer, Director of University Police Department Timetable for Completion: September 1, 2014	In Progress
	Approved published policies and plans should be followed or new updated policies and/or plans should be approved and implemented in a timely manner.	University management will form a committee with one of its charges being to review the drafted Emergency Plan and proceed with final approval and implementation no later than September 1, 2014.  Persons Responsible: Russell Clark, Director of EHSRM and Ralph Meyer, Director of University Police Department Timetable for Completion: September 1, 2014	In Progress
	The Director of EHS&RM and the University Radiation Safety Officer should review their UPPS and ensure the review cycle deadlines have been met.	EHSRM Director and Radiation Safety Officer will review all UPPS and ensure the review cycle deadlines are met.  Person Responsible: Russell Clark, Director of EHSRM Timetable for Completion: September 1, 2014	In Progress
<b>Spill Prevention Controls and</b>	EHSRM management should update the University's Plan to ensure all requirements are properly included and all	EHSRM will setup a committee with one of its charges being to ensure all requirements are properly included and all	In Progress

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<b>Counter-measures (SPCC) Plan, November 2013</b>	cross-references are included and accurate.	cross-references are included and accurate.  Person Responsible: Russell Clark, Director of EHSRM Timetable for Completion: June 1, 2014	
	EHSRM management must ensure that all oil handling employees are trained on the Plan on an annual basis.  Furthermore, to help increase the awareness of the Plan, it should be added to a University UPPS.	EHSRM will review training records and ensure all employees handling oil are properly trained on annual basis. EHSRM will review the UPPS the next time it is up for review and make sure the Plan is added.  Person Responsible: Russell Clark, Director of EHSRM Timetable for Completion: June 1, 2014	In Progress
	EHSRM management should improve their communications with the various departments throughout the University to ensure that the access and the exact location of all oil containers on University property are known so that the containers can be inspected according to the SPCC Plans procedures.	EHSRM will improve their communication with appropriate departments throughout campus to ensure that the departments have access and know the exact location of all oil containers on campus so all containers can be inspected according to SPCC Plans.  Person Responsible: Russell Clark, Director of EHSRM Timetable for Completion: June 1, 2014	In Progress
<b>Electronic Personnel Change Request Process, September 2013</b>	Departmental management should develop and implement written procedures to ensure that all staff members who are responsible for receiving and processing new employee identification comply with applicable UPPS. One important step would be to require all individuals involved in the E-PCR process to attend the E-PCR training class on a scheduled basis to receive and retain their access to the E-PCR system.	4/15/14 - Verified as implemented by the Office of Audits and Analysis.  Person Responsible: Lacy Needham, Athletic Business Manager Timetable for Completion: December 13, 2013	Implemented
	University management should develop and implement written procedures to ensure that all staff members who are responsible for receiving and processing new employee identification comply with applicable laws. One important step would be to require all individuals involved in the E-PCR process to attend the E-PCR training class on a scheduled basis to receive and retain their access to the E-PCR system.	4/15/14 - Verified as implemented by the Office of Audits and Analysis.  Person Responsible: Alma Apodaca, Administrative Assistant II of Transportation Services Timetable for Completion: 12/4/2013	Implemented
	Departmental management should develop and implement written procedures to ensure that all staff members who are responsible for receiving and processing new employee identification and authorization comply with policies.	4/15/14 - Verified as implemented by the Office of Audits and Analysis.  Person Responsible: Robert Jackson, Business Manager of Round Rock Campus Timetable for Completion: January 31, 2014	Implemented
	The E-PCR training should be mandatory for any	4/15/14 – Items two through five below have been verified	

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>personnel who have designated responsibilities related to new appointment/hire processes. Such training should be documented on sign-in sheets; the sign-in sheets should be retained in accordance with the University’s Records Retention requirements.</p>	<p>as implemented by the Office of Audits and Analysis. Item one has been submitted to Mr. Nance and will be presented to the Cabinet for approval. The revised implementation date is June 30, 2014.</p> <p>History:</p> <p>The PCR process transitioned from paper based to electronic workflow in 2011. The HR Master Data Center (HRMDC) coordinated mass training for initiators and approvers.</p> <ul style="list-style-type: none"> <li>• July 2011 – pilot group of initiators trained and go live to help identify gaps</li> <li>• Feb 2012 – May 2012 – training and go live for remaining initiators</li> <li>• Initiators had to complete training before access was turned on in the SAP Portal. After all users were trained, the paper based system was turned off in fall 2012.</li> <li>• Since the approver functionality is not complex, approvers received an email announcement with step-by-step instructions and screenshots.</li> </ul> <p>New initiators hired since the initial rollout have access as soon as they are entered into SAP as holder of their position (HR security roles are assigned to the position).</p> <p>The HRMDC continues to advertise and offer training classes on a regular basis and one-on-one upon request. Record of attendance is maintained but not necessarily in the form of a sign-in sheet. All materials for self help users are maintained on our website (for initiators and approvers).</p> <p><i>Corrective Action Plan:</i></p> <ul style="list-style-type: none"> <li>• <i>Request the University Administration’s support and once obtained, implement appropriate procedures to require and enforce mandatory training for initiators of E-PCRs.</i></li> <li>• <i>HRMDC will identify new initiators each month and notify them of available training with a courtesy copy to their department head.</i></li> <li>• <i>Attendees will sign in whether a formal class or one-</i></li> </ul>	<p>In Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p><i>on-one session.</i></p> <ul style="list-style-type: none"> <li>• HRMDC will maintain sign-in sheets and record of attendance in compliance with the retention schedule.</li> <li>• HRMDC will identify non-compliant initiators each month and send a follow-up notification with a courtesy copy to their department head.</li> </ul> <p>Person Responsible: Roxie Weaver, Manager, HR Master Data Center Timetable for Completion: December 31, 2013 – identified all new initiators hired since 9/1/2013 those have not attended training. Notification of available training has been sent. Follow up notifications with courtesy copy to the department head to begin by January 31, 2014.</p>	<p>Implemented</p> <p>Implemented</p> <p>Implemented</p> <p>Implemented</p>
<b>ACH and Wire Transfer Audit, January 2014</b>	Management should implement additional controls over the activity performed by the Administrator. One possibility would be that the supervisor of the Administrator regularly obtains a change report or change log from Wells Fargo and review it for propriety. Another option is to explore utilization of Wells Fargo’s Dual Custody function for online banking activities.	<p>Management concurs. The University will explore additional controls for the Administrator and have additional controls implemented by July 31, 2014.</p> <p>4/4/14 – Verified as implemented by the Office of Audits and Analysis.</p> <p>Person Responsible: Valarie Van Vlack, Treasurer Timetable for completion: July 31, 2014</p>	<p>Implemented</p>
<b>IT Policy Guideline Compliance Review, August 2013</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>Since August 2013, Texas State has maintained the compliance rate for the elements noted as follows:</p> <p>Policy: 100% complete Procedure: 100% complete Demonstrable Procedure: 96% complete (compared to 96% in February)</p>		
<b>TEXAS STATE UNIVERSITY SYSTEM – SYSTEM ADMINISTRATION</b>			
<b>Public Funds Investment Act (PFIA) Audit, December 2013</b>	System Administration should ensure investment reports and procedures fully comply with requirements articulated by the PFIA, the SAO, Rider 5, and the TSUS investment policies for operating and endowment funds.	Corrective Action Plan - System staff will formalize and publish an “investment reporting activity plan” to identify and schedule PFIA, SAO and Rider 5 quarterly and annual investment reports and related activities at the component and system levels.	<p>In Progress</p>

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		Person Responsible - Vice Chancellor for Finance in consultation with component chief financial officers. Timetable for Completion - The plan will be initiated with investment reports required for the February, 2014 Regents meeting and formalized over the course of the following 10 months.	

(\*) Status Categories: Implemented; Planned; In Progress; Factors Delay Implementation; Management Does Not Plan to Implement Recommendation; Verification of Implementation in Progress  
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## CONSENT – Contracts

This Letter Amendment will confirm the understanding between you and our representatives that effective as of May 18, 2013, the **AMENDED AND RESTATED FOOD SERVICES MANAGEMENT AGREEMENT** between **SUL ROSS STATE UNIVERSITY** ("University") and **ARAMARK EDUCATIONAL SERVICES OF TEXAS, LLC** ("ARAMARK"), effective May 18, 2013 (the "Agreement"), shall be amended as follows:

1. Paragraph 14, **FINANCIAL TERMS**, shall be amended by adding the following as Subparagraph L:

**"14. FINANCIAL TERMS:**

**L. 2014 Financial Commitment:**

1) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to University in an amount up to Forty Thousand Dollars (\$40,000) (the "2014 Financial Commitment") to support the University's marketing needs. The 2013 Financial Commitment shall be amortized on a straight-line basis over a period of nine (9) years, commencing upon the complete expenditure of the 2014 Financial Commitment.

2) Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the 2014 Financial Commitment, University shall (or shall cause its successor food service contractor to) reimburse ARAMARK for the unamortized balance of the 2014 Financial Commitment as of the date of expiration or termination of this Agreement.

3) In the event that either (i) this Agreement expires or (ii) the termination of this Agreement is (a) by University for its convenience prior to the complete amortization of the 2014 Financial Commitment or (b) by ARAMARK due to University's uncured breach of the Agreement, then, in addition to the unamortized balance of the 2014 Financial Commitment owed to ARAMARK pursuant to Paragraph 14.L(2) of this Agreement, University shall (or shall cause its successor food service contractor to) reimburse ARAMARK for all accrued but unbilled interest on the 2014 Financial Commitment as of the date of expiration or termination. Such interest shall accrue from the date that the 2014 Financial Commitment was finalized at One Hundred Twenty-Five Percent (125%) of the Prime Rate per annum, computed each Accounting Period on the declining balance of the unamortized 2014 Financial Commitment.

In the event that this Agreement is terminated by University for cause due to ARAMARK's uncured breach of the Agreement, then University shall not be required to reimburse ARAMARK for the interest described in the foregoing paragraph of this Paragraph 14.L(3).

4) In the event such amounts owing to ARAMARK pursuant to Paragraphs 14.L(2) and 14.L(3), if applicable, are not paid to ARAMARK within 30 days of expiration or termination, University agrees to pay interest on such amounts at One Hundred Twenty-Five Percent (125%) of the Prime Rate per annum, compounded monthly from the date of expiration or termination, until the date paid.

In all other respects the Agreement shall remain in full force and effect. This Letter Amendment shall be attached to, and become part of, the Agreement.

If the foregoing is in accordance with your understanding, please sign and return the enclosed copy of this letter.

Very truly yours,

**ARAMARK EDUCATIONAL SERVICES, LLC**  
("ARAMARK")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_

**TEXAS STATE UNIVERSITY SYSTEM**

Examined and Recommended:

\_\_\_\_\_  
Interim President, Sul Ross State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on May 22, 2014 at Huntsville, Texas.

\_\_\_\_\_  
The Honorable Donna Williams, Chairman of the Board

\_\_\_\_\_  
Date



## CONSENT – Miscellaneous

## **TSUS: Acknowledgement of Gifts and Gifts-in-Kind**

### **Recommendation**

The Board of Regents acknowledged and approved receipt of the gifts and gifts-in-kind received by the Texas State University System components.

### **Background**

*In accordance with the System Rules and Regulations, Chapter III, Section 1.(12) Gift Acceptance, Subsection 1.(12)3 The President of each Component will report all gifts with a value of at least \$5,000 (including cash, personal property, and intellectual property) to the Chancellor for reporting publicly to the Board. Upon written request of the donor, the Board report and minutes shall not state the donor's name and/o.r the gift's value*

## Lamar University

**The following gifts of \$5,000 or more were made payable to Lamar University.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
12/09/2013	The Gill Foundation of Texas	\$20,000.00	College of Engineering -- Gill Award
12/10/2013	Dr. Jenny Zhou and Dr. Xuejun Fan	\$5,000.00	Department of Engineering – Department of Mechanical Engineering
12/19/2013	Mr. and Mrs. Rocky R. Roden	\$5,000.00	College of Arts & Sciences – Geology Alumni Support
01/08/2014	Mr. and Mrs. S.L. Greenberg	\$5,000.00	Dr. Philip B. Greenberg Memorial Scholarship in Pre-Medicine
01/10/2014	Baptist Hospitals of Southeast Texas	\$5,530.31	College of Arts & Sciences – Nursing Department
01/10/2014	Education First Federal Credit Union	\$10,000.00	Mary Katherine Bell Memorial Scholarship in Education
01/10/2014	Mr. and Mrs. Ray M. Moore	\$5,000.00	President's Discretionary Fund
01/14/2014	Mrs. Jill Bogan Risley and Mr. Allyn W. Risley	\$10,000.00	Rodney K. Bogan Memorial Scholarship in Civil Engineering
01/14/2014	The Estate of Harry L. Thompson	\$13,890.43	Harry L. Thompson Memorial Scholarship in Engineering
01/17/2014	Kane Environmental Engineering, Inc.	\$5,000.00	Jack Hopper Endowed Scholarship in Chemical Engineering
01/17/2014	Citgo Petroleum Corporation	\$10,000.00	Mechanical Engineering Scholarship and the Chemical Engineering Student Scholarship Fund
01/22/2014	Ms. Regina J. Rogers	\$25,291.08	Dr. James M. Simmons Scholarship in Fine Arts
02/11/2014	Wilton and Effie Mae Hebert Foundation	\$9,400.00	Friends of the Arts
02/11/2014	Entergy Texas, Inc	\$28,103.00	Entergy Super Tax Day
02/19/2014	Dr. Josh Daspit	\$6,250.00	College of Business

02/27/2014	Neches Federal Credit Union	\$8,630.00	Department of Athletics – Corporate Sponsorship
02/28/2014	Umphrey Family Limited Partnership	\$100,000.00	President’s Discretionary Fund
		<b>\$272,094.82</b>	

**Gifts-in-Kind valued at \$5,000 or more made to Lamar University.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
01/17/2014	Mr. Frank Carroll	\$103,000.00	Dishman Art Museum
		<b>\$103,000.00</b>	

**Lamar University Foundation**

**The following gifts of \$5,000 or more were made payable to Lamar University Foundation.**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
12/11/2013	Mr. and Mrs. David J. Beck	\$5,000.00	Investing in the Future Fund
12/12/2013	Mr. and Mrs. Larry G. Woodcox	\$15,000.00	Diane Keating Woodcox Scholarship in English and Modern Languages
12/12/2013	Mr. and Mrs. J. C. Giglio	\$10,000.00	J.C. & Theresa Giglio Scholarship in Business
12/17/2013	Mr. and Mrs. James Alexander	\$5,000.00	Dewey & Jessie E. Mosby Scholarship
12/17/2013	Mr. and Mrs. Mike Bonura	\$13,750.00	Alicia Bonura Memorial Scholarship in Engineering
01/07/2014	Dr. Monica L. Bellon-Harn and Dr. William E. Harn	\$15,000.00	Monica & William Harn Scholarship in Speech and Hearing Science
01/08/2014	Dr. and Mrs. George J. Hirasaki	\$10,000.00	Dr. George J. Hirasaki Scholarship in Engineering
01/08/2014	Mrs. Gerri Christopher	\$5,000.00	J.C. & Theresa Giglio Scholarship in Business
01/08/2014	Dr. Mark J. Kubala	\$5,000.00	Betty Kubala Scholarship in Nursing

01/08/2014	Mr. and Mrs. S.L. Greenberg	\$10,000.00	S.L. Greenberg Endowed Scholarship in Accounting or Pre-Law & Natalie A. Greenberg Scholarship in Fine Arts
01/16/2014	Mrs. Betty L. Mahlmann	\$5,000.00	Carlton Mahlmann Memorial Scholarship in Accounting
01/16/2014	Mr. and Mrs. Charles J. Giglio	\$6,000.00	J.C. & Theresa Giglio Scholarship in Business
01/16/2014	Mr. and Mrs. Pat Weber	\$10,000.00	William Patrick Weber Presidential Scholarship
01/16/2014	Mr. and Mrs. Brad Brown	\$10,000.00	Ashley Brown Memorial Scholarship in Soccer
01/16/2014	The Honorable Ron Clark	\$15,000.00	Catherine Hurley Clark Scholarship in Nursing
01/16/2014	Mr. Sрни Chittaluru	\$15,000.00	Sрни Chittaluru Graduate Research Scholarship in Engineering
01/23/2014	Mr. and Mrs. Pat Pierson	\$5,000.00	Dean's Fund for Excellence in Business Education
02/04/2014	Schwab Charitable Fund	\$5,000.00	Dean's Fund for Excellence in Fine Arts & Communication
02/10/2014	Ms. Regina Rogers	\$9,400.00	Dean's Fund for Excellence in Fine Arts & Communication
02/11/2014	Dr. Sallye J. Keith	\$9,902.20	Dean's Fund for Excellence in Fine Arts & Communication
02/13/2014	Leadership 2000 Mentorship Program, Inc.	\$18,000.00	Dean's Fund for Excellence in Business Education
02/14/2014	Wilton and Effie Mae Hebert Foundation	\$19,140.00	Effie Mae and Wilton P. Hebert Scholarship Fund
02/14/2014	Mrs. Willa N. Ross	\$15,000.00	The Willa Nelson Ross and Ruby Nelson Shirutis Scholarship in Civil Engineering
02/17/2014	Mr. and Mrs. Alan W. Dreeben	\$12,517.55	College of Fine Arts and Communication
		<b>\$248,709.75</b>	

### Explanations

**The following gifts of \$5,000 or more were made to Lamar University.**

- The Gill Foundation of Texas gave \$20,000.00 to the College of Engineering to support the research of the holder of the Jack Gill Chair in Analytical Chemistry and Chemical Engineering.
- Dr. Jenny Zhou and Dr. Xuejun Fan gave \$5,000.00 to the Department of Mechanical Engineering.
- Mr. and Mrs. Rocky R. Roden gave \$5,000.00 to the Geology Alumni Support Fund.
- Mr. and Mrs. S. L. Greenberg gave \$5,000.00 to the Dr. Philip B. Greenberg Memorial Scholarship in Pre-Med.
- Baptist Hospitals of Southeast Texas gave \$5,530.31 to the JoAnne Gay Dishman Department of Nursing to sponsor their 1<sup>st</sup> Annual Nursing Awards Ceremony.
- Education First Federal Credit Union gave \$10,000.00 to the Mary Katherine Bell Memorial Scholarship in Education.
- Mr. and Mrs. Ray M. Moore gave \$5,000.00 to the President's Discretionary Fund.
- Mrs. Jill Bogan Risley and Mr. Allyn W. Risley gave \$10,000.00 to the Rodney K. Bogan Memorial Scholarship in Civil Engineering.
- The estate of Harry L. Thompson gave \$13,890.43 to the Harry L. Thompson Memorial Scholarship in Engineering.
- Kane Environmental Engineering, Inc. gave \$5,000.00 to the Jack Hopper Endowed Scholarship in Chemical Engineering.
- Citgo Petroleum Corporation gave two gifts totaling \$10,000.00: \$5,000.00 to the Mechanical Engineering Scholarship and \$5,000.00 to the Chemical Engineering Student Scholarship Fund.
- Ms. Regina Rogers gave \$25,291.08 to the Dr. James M. Simmons Scholarship in Fine Arts.
- The Wilton and Effie Mae Hebert Foundation gave \$9,400.00 to the College of Fine Arts and Communication to underwrite Le Grand Bal 2014.
- Entergy Texas, Inc. gave \$28,103.00 to sponsor Entergy Super Tax Day.
- Dr. Josh Daspit pledged \$6,250.00 to the College of Business.
- Neches Federal Credit Union gave \$8,630.00 to the Department of Athletics for a 2013-2014 corporate sponsorship.
- Umphrey Family Limited Partnership gave \$100,000.00 to the President's Discretionary Fund.
- Mr. Frank Carroll gave the Dishman Art Museum three pieces of art titled *Dogon Female Figure*, *Yoruba Ijebu Bronze Bell*, and *Bassa Mask* appraised for \$103,000.00.

**The following gifts of \$5,000 or more were made to the Lamar University Foundation.**

- Mr. and Mrs. David J. Beck gave \$5,000.00 to the Investing in the Future Fund.
- Mr. and Mrs. Larry G. Woodcox gave \$15,000.00 through the Ruth D. Woodcox Exempt Trust to establish the Diane Keating Woodcox Scholarship in English and Modern Languages.
- Mr. and Mrs. J. C. Giglio gave \$10,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Mr. and Mrs. James Alexander gave \$5,000.00 to the Dewey and Jessie E. Mosby Scholarship.
- Mr. and Mrs. Mike Bonura gave \$13,750.00 to the Alicia Bonura Memorial Scholarship in Engineering.
- Dr. Monica L. Bellon-Harn and Dr. William E. Harn pledged \$15,000.00 to establish the Monica and William Harn Scholarship in Speech and Hearing Science.
- Dr. and Mrs. George J. Hirasaki gave \$10,000.00 to establish the Dr. George J. Hirasaki Scholarship in Engineering.
- Mrs. Gerri Christopher gave \$5,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Dr. Mark J. Kubala gave \$5,000.00 to the Betty Kubala Scholarship in Nursing
- Mr. and Mrs. S.L. Greenberg gave two gifts totaling \$10,000.00: \$5,000.00 to the S.L. Greenberg Endowed Scholarship in Accounting or Pre-Law and \$5,000.00 to the Natalie A. Greenberg Scholarship in Fine Arts.
- Mrs. Betty L. Mahlmann gave \$5,000.00 to the Carlton Mahlmann Memorial Scholarship in Accounting.
- Mr. and Mrs. Charles J. Giglio gave \$6,000.00 to the J.C. and Theresa Giglio Scholarship in Business.
- Mr. and Mrs. Pat Weber gave \$10,000.00 to the William Patrick Weber Presidential Scholarship in Engineering.
- Mr. and Mrs. Brad Brown gave \$10,000.00 to the Ashley Brown Memorial Scholarship in Soccer.
- The Honorable Ron Clark gave \$15,000.00 to the Catherine Hurley Clark Scholarship in Nursing.
- Mr. Srimi Chittaluru gave \$15,000.00 to establish the Srimi Chittaluru Research Scholarship in Engineering.
- Mr. and Mrs. Pat Pierson gave \$5,000.00 to the Dean's Fund for Excellence in Business Education.

- Mr. and Mrs. Chuck Mason recommended a gift of \$5,000.00 to the Dean's Fund for Excellence in Fine Arts and Communication to underwrite Le Grand Bal 2014 through the Schwab Charitable Fund.
- Ms. Regina Rogers gave \$9,400.00 to the College of Fine Arts and Communication to underwrite Le Grand Bal 2014.
- Dr. Sallye Keith gave \$9,902.20 to the College of Fine Arts and Communication to underwrite Le Grand Bal 2014.
- The Leadership 2000 Mentorship Program, Inc. gave \$18,000.00 to the Dean's Fund for Excellence in Business Education.
- The Wilton and Effie Mae Hebert Foundation gave \$19,140.00 to the Effie Mae and Wilton P. Hebert Scholarship Fund.
- Mrs. Willa Ross gave \$15,000.00 to establish The Willa Nelson Ross and Ruby Nelson Shirutis Scholarship in Civil Engineering.
- Mr. and Mrs. Alan W. Dreeben gave \$12,517.55 to the Dishman Art Museum to underwrite Pairings 2014.



## Sam Houston State University

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
1/13/2014	GHS Foundation	\$448,000.00	Smith-Hutson COBA Scholarships
1/13/2014	Robert S. and Erin M. Steele	\$100,000.00	Robert and Erin Steele Sciences Scholarship Endowment
1/13/2014	Robert S. and Erin M. Steele	\$100,000.00	Robert and Erin Steele Education Scholarship Endowment
1/13/2014	San Antonio Livestock Exposition, Inc.	\$13,750.00	San Antonio Livestock Expositions, Inc. Scholarship; Agricultural Sciences Development
1/14/2014	Russell S. and Allison N. Molina	\$5,000.00	2014 Bearkats in Business
1/14/2014	W. T. Byler Co.	\$5,000.00	2014 Bearkats in Business
1/22/2014	Roland E. Black	\$151,322.57	Roland E. Black Professorship in Biological Sciences Endowment; Alumni Enrichment
1/29/2014	CenterPoint Energy	\$10,000.00	COBA Enrichment
1/31/2014	Randy R. and Ann M. Stewart	\$6,900.00	Baseball Enrichment; Alumni Life Member Endowment; 2014 Bearkats in Business
2/4/2014	John R. and Judith A. Ragsdale	\$103,000.00	John Ragsdale LED Sign Gift; Friends of Nursing; Mary Ellen Ragsdale Nursing Endowed Scholarship
2/6/2014	Red and Sandra McKaskle	\$26,000.00	Red & Sandra McKaskle Men's Basketball Endowment
2/7/2014	Don A. and Laura K. Sanders	\$6,100.00	LET'S TALK! - President's Office Account; Baseball Enrichment
2/11/2014	James W. and Nancy M. Tiller	\$12,800.33	Nancy and Jim Tiller Geography Faculty Research Endowment; Geology Endowment for Enhancement and Scholarships
2/12/2014	Noble Corporation Matching Gift Program	\$5,000.00	Randy G. Wallace Business Plan Competition and Scholarship
2/14/2014	Joe L. "Bud" and Joan Haney	\$26,000.00	Guinn Hugh "Hootie" Murray Baseball Operations Endowment; Alumni Enrichment

2/14/2014	The 100 Club, Inc.	\$5,000.00	Robert T. Herrin, Sr. Hundred Club Endowment
2/14/2014	The 100 Club, Inc.	\$25,000.00	Randy Russel Hundred Club Endowment
2/24/2014	Michael D. Bakewell	\$10,000.00	Ruth A. De Blanc Endowed Scholarship
2/26/2014	Cheryl (Gaydosik) Peschke	\$29,000.00	To be determined; Scholarship to be established in memory of Nathan Peschke
2/27/2014	Therm-Omega-Tech, Inc.	\$1,000,000.00	Fred Pirkle Technology Center Fund
2/28/2014	Justin M. and Leigh A. Burnett	\$5,650.00	Alumni Life Member Endowment; Alumni Enrichment
2/28/2014	Robert J. and Gay W. Rod	\$5,184.39	A portion of 56 Shares of American Express Stock - To be determined at a later date
3/7/2014	Robert J. and Gay W. Rod	\$21,141.15	A portion of 400 Shares of FMC Technologies Stock - To be determined at a later date
3/10/2014	SHSU Collegiate FFA	\$15,000.00	Dr. Herb Schumann Leadership Endowment for Student Teachers In Agriculture
3/12/2014	SHSU Parents' Association	\$25,000.00	Parents Association Endowment
3/24/2014	Farm Credit Bank of Texas	\$5,000.00	Farm Credit Bank Scholarship
3/24/2014	John L. Ruhberg	\$26,000.00	Allene Susie Holman Memorial Library Science Scholarship Endowment; Allene Susie Holman Memorial Library Science Endowed Scholarship
3/24/2014	Nathan I. and Kristine K. Partain	\$5,000.00	Baseball Enrichment

Gifts-in-Kind

3/3/2014	De Lorenzo USA, LLC	\$9,200.00	GIK Agricultural Sciences
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Explanations

The GHS Foundation contributed \$448,000 to the Smith-Hutson College of Business Administration Scholarship program.

Mr. and Mrs. Robert S. Steele contributed \$100,000 to the Robert and Erin Steele Sciences Scholarship Endowment and \$100,000 to the Robert and Erin Steele Education Scholarship Endowment.

San Antonio Livestock Exposition, Inc. contributed a total of \$10,000 to the San Antonio Livestock Exposition Scholarship Program for undergraduate students in Agriculture. They also supported agricultural graduate students' stipends with a generous gift of \$3,750.

Mr. and Mrs. Russell S. Molina sponsored the Bearkats in Business reception with a gift of \$5,000.

The W. T. Byler Co. sponsored the Bearkats in Business reception with a gift of \$5,000.

Mr. Roland E. Black provided \$151,022.57 for the Roland E. Black Professorship in Biological Sciences Endowment. Mr. Black also gave \$300 for the Alumni Association's Golf Tournament.

CenterPoint Energy gave \$10,000 to the College of Business Administration.

Mr. and Mrs. Randy R. Stewart contributed \$6,000 to the baseball program. Mr. and Mrs. Stewart also sponsored the Bearkats in Business reception with a gift of \$500 and \$400 for a Life Membership for Mr. Alex Lathrom.

Mr. and Mrs. John R. Ragsdale generously provided \$100,000 for the construction of an LED sign for the campus. They also contributed \$1,000 to the School of Nursing and \$2,000 for the Mary Ellen Ragsdale Nursing Endowed Scholarship.

Mr. and Mrs. Red McKaskle gave \$26,000 to establish the Red & Sandra McKaskle Men's Basketball Endowment.

Mr. and Mrs. Don A. Sanders sponsored the Let's Talk! event with a gift of \$5,000 and gave \$1,100 to the baseball program.

Mr. and Mrs. James W. Tiller contributed \$10,255.33 to the Nancy and Jim Tiller Geography Faculty Research Endowment. Mr. and Mrs. Tiller gave an additional \$100 to the same endowment, and \$2,445 to the Geology Endowment for Enhancement and Scholarships.

The Noble Corporation provided \$5,000 to the Randy G. Wallace Business Plan Competition and Scholarship through its matching gifts program.

Mr. and Mrs. Joe L. "Bud" Haney generously gave \$25,000 to the Guinn Hugh "Hootie" Murray Baseball Operations Endowment. Mr. and Mrs. Haney also gave \$1,000 for the Alumni Association's Golf Tournament.

The 100 Club, Inc. gave \$5,000 to the Robert T. Herrin, Sr. Hundred Club Endowment. The Club also gave \$25,000 to establish an endowment for Mr. Randy Russell.

Mr. Michael D. Bakewell provided \$10,000 to the Ruth A. De Blanc Endowed Scholarship.

Mrs. Cheryl Peschke contributed \$25,000 to be designated at a later date. Mrs. Peschke also gave \$4,000 to establish a scholarship in memory of her late husband, Nathan Peschke.

Therm-Omega-Tech, Inc. gave \$1,000,000 toward their pledge to the Fred Pirkle Technology Center.

Mr. and Mrs. Justin M. Burnett contributed \$5,000 to Mr. Burnett's Life Endowed Membership in the Alumni Association. Mr. and Mrs. Burnett also gave \$650 for the Alumni Association's Golf Tournament.

Mr. and Mrs. Robert J. Rod provided \$5,184.39 in American Express stock and \$21,141.15 in FMC Technologies stock to be designated at a future date.

SHSU Collegiate FFA gave \$15,000 to the Dr. Herb Schumann Leadership Endowment for Student Teachers In Agriculture.

SHSU Parents' Association generously contributed \$25,000 to establish the Parents Association Endowment.

Farm Credit Bank of Texas added \$5,000 to the Farm Credit Bank Scholarship.

Mr. John L. Ruhberg contributed \$25,000 to the Allene Susie Holman Memorial Library Science Scholarship Endowment, and an additional \$1,000 to the Allene Susie Holman Memorial Library Science Endowed Scholarship.

Mr. and Mrs. Nathan I. Partain gave \$5,000 to the baseball program.

#### Gifts-In-Kind

De Lorenzo USA, LLC generously gave an in-kind contribution of a discount on a wind energy trainer with drive motor valued at \$9,200 for use to the Department of Agricultural and Industrial Sciences.

**Sul Ross State University**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
1/24/2014	The Richard K. Craig and Lois B. Craig Family Fund of the Community Foundation of North Texas	\$20,000.00	General Scholarship Endowment and Geology Endowment
2/3/2014	Fidelity Charitable Gift Fund	\$5,000.00	Borderlands Research Institute Fund
2/4/2014	Mr. Dan Allen Hughes, Jr.	\$67,750.00	Borderlands Research Institute Mirador Project
2/10/2014	Quail Coalition Big covey Chapter	\$5,000.00	Borderlands Research Institute Desert Quail Program
2/10/2014	Mr. Dan Allen Hughes, Jr.	\$12,500.00	Hughes Partnership Apache Mountains Mule Deer Research Project
2/17/2014	Mr. Stuart West Stedman	\$5,000.00	Borderlands Research Institute Stewardship Program
2/17/2014	Ms. Ruth Bowman Russell	\$5,000.00	Borderlands Research Institute Stewardship Program
2/25/2014	Ms. Ruth Bowman Russell	\$29,800.00	Borderlands Research Institute Antler Development of Desert Mule at 9 Point Mesa Fund
2/25/2014	JB Bar Ranch Holdings LP	\$25,000.00	Borderlands Research Institute Antler Development of Desert Mule at 9 Point Mesa Fund
2/28/2014	Ms. Beth Bowman Harper	\$5,000.00	Borderlands Research Institute Stewardship Program
2/28/2014	Elane V. Scott and Richard Stephen	\$10,000.00	Museum Membership Fund
3/6/2014	JB Bar Ranch Holdings LP	\$9,600.00	Borderlands Research Institute Antler Development of Desert Mule at 9 Point Mesa Fund
3/20/2014	Mr. and Mrs. R. Foard Townsend	\$5,000.00	Borderlands Research Institute Stewardship Program

3/20/2014	Cinnabar Energy, Ltd. Mr. Jeff Cook	\$5,000.00	Borderlands Research Institute Stewardship Program
<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
3/20/2014	Mr. John T. Saunders, Jr.	\$5,000.00	Borderlands Research Institute Stewardship Program
3/20/2014	San Antonio Livestock Exposition, Inc.	\$10,000.00	Borderlands Research Institute San Antonio Livestock Exposition Fellowship
3/20/2014	Marjorie Jean Stanley Estate	\$49,144.67	Sandra Stanley Coleman Memorial Scholarship Endowment
3/26/2014	West Texas Chapter of Safari Club International	\$10,000.00	Borderlands Research Institute Fund
3/27/2014	Thompson Family Foundation	\$5,000.00	Borderlands Research Institute Stewardship Program

**Friends of the Center for Big Bend Studies**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
01/17/14	Mr. John Franklin Fort, III	\$50,000.00	Friends of the Center for Big Bend Studies

## Explanation

### *Sul Ross State University:*

The Richard K. Craig and Lois B. Craig Family Fund of the Community Foundation of North Texas of Fort Worth, Texas donated \$20,000 to the Geology Endowment and the General Scholarship Endowment. These endowments support student scholarships and achievement awards, academic program development, and other special projects of the SRSU Geology program and students in general.

An anonymous donor through the Fidelity Charitable Gift Fund of Cincinnati, OH donated \$10,000 to the Borderlands Research Institute Fund. The Borderlands Research Institute provides leadership in science based land stewardship. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross

Mr. Dan Allen Hughes, Jr. of Beeville, TX donated \$ 67,750 to the Borderland Research Institute Mirador Project. This project will enhance the knowledge of white-tailed deer population management and effects to its habitat.

Quail Coalition Big Covey Chapter of Wichita Falls, TX donated \$ 5,000 to the Borderlands Research Institute Desert Quail Program. The Desert Quail research project will enhance the knowledge of the Desert Quail population and habitats and is an important step in the vital preservation of these animals.

Mr. Dan Allen Hughes, Jr. of Beeville, TX donated \$12,500 to the Hughes Partnership Apache Mountains Mule Deer Research Project. The fund provides for the continuation of the research project studying mule deer habitat change. This project combines innovative teaching with active learning and will enhance the knowledge of mule deer population and habitats. This project was initiated by a grant from the Hughes family in 2005

Mr. Stuart West Stedman of Houston, 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. Ruth Bowman Russell 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.

Ms. Ruth Bowman Russell of San Antonio, TX donated \$29,800 to the Borderland Research Institute's Antler Development of Desert Mule Project to help with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats

JB Bar Ranch Holdings, LP, Mr. John Nau, III of Houston, TX donated \$25,000 to the Borderland Research Institute's Antler Development of Desert Mule Project to help with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats

Ms. Beth Bowman 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.

Elane V. Scott and Richard Stephens from Alpine, TX donated \$10,000 to the Museum Membership Fund for their 'Lifetime' membership to the Museum of the Big Bend. This type of membership aides the Museum in its efforts to actively preserve, document and celebrate the rich history of the Big Bend Region.

JB Bar Ranch Holdings, LP, Mr. John Nau, III of Houston, TX donated \$9,600 to the Borderlands Research Institute's Antler Development of Desert Mule Project to help with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats

Mr. Foard Townsend 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.

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. John T. Saunders, Jr 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.

San Antonio Livestock Exposition, Inc., Ms. Pamela Foster, Scholarship Coordinator of San Antonio, TX donated \$10,000 to the Borderlands Research Institute – San Antonio Livestock Exposition Fellowship to support graduate scholarships.

Marjorie Jean Stanley Estate, Ms. Mary Ann Arnim, Independent Executrix of Uvalde, TX donated \$49,144.67. Ms. Stanley left this bequest in her will to the university for the Sandra Stanley Coleman Memorial Scholarship Endowment. Ms. Stanley established this endowment in memory of her daughter, Sandra Stanley Coleman, an employee of Student Life at the SRSU Uvalde Center until her death in 1992. This endowment benefits students of the Uvalde Center.

The West Texas Chapter of Safari Club International of Odessa, TX donated \$10,000 to the Borderlands Research Institute Fund. The Borderlands Research Institute provides leadership in science based land stewardship. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross

Thompson Family Foundation, Mr. Kelly R. Thompson 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.

*Friends of the Center for Big Bend Studies:*



Mr. John Franklin Fort, III of Houston, TX donated \$50,000 to the Friends of the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

## Texas State University

The following gifts of \$5,000 or more were made payable to Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
12/12/2013	\$50,000	Office of the Provost and Vice President of Academic Affairs—Meadows Center for Water and Environment Gifts
12/17/2013	\$43,750	College of Science and Engineering—Engineering Discretionary
12/18/2013	\$5,000	College of Fine Arts and Communication—Elton Abernathy Endowment
12/18/2013	\$5,000	Division of Academic Affairs—Honors College
12/19/2013	\$5,000	Division of University Advancement—Maroon and Gold Annual Fund
12/19/2013	\$15,000	Department of Athletics—Strutters' Gallery Bricks and Mortar
12/19/2013	\$10,000	College of Fine Arts and Communication—Opera Workshop
12/19/2013	\$5,000	College of Fine Arts and Communication—Opera Workshop
12/19/2013	\$5,000	Department of Athletics—T-Association
1/08/2013	\$5,000	College of Education—Frank and Alice Christ Scholar's Library and Scholarship Fund
1/13/2014	\$50,000	College of Liberal Arts—Katherine A. Porter Operating
1/15/2014	\$9,000	College of Fine Arts and Communication—Clara F. Nelson Music Scholarship
1/15/2014	\$100,000	Office of the Provost and Vice President of Academic Affairs—Meadows Center Archaeological Research Fund
1/16/2014	\$5,000	McCoy College of Business Administration—Professional Selling Partners' Program
1/17/2014	\$25,000	Department of Athletics—Bobcat Club Annual Fund
1/23/2014	\$10,000	McCoy College of Business Administration—Professional Selling Partners' Program
1/27/2014	\$5,000	College of Fine Arts and Communication—Theatre Excellence Fund

1/27/2014	\$10,000	Department of Athletics—Baseball
1/27/2014	\$27,500	Department of Athletics—Football Locker Room Project Donations, Athletic Club Seat Donations, and Bobcat Club Annual Fund
1/28/2014	\$15,000	Department of Athletics—Athletic Suite Donations
1/30/2014	\$12,000	Department of Athletics—Athletic Suite Donations
1/30/2014	\$15,000	College of Liberal Arts—Center for Ancient Arts and Symbolism
2/03/2014	\$25,000	Department of Athletics—Bobcat Club Annual Fund
2/10/2014	\$62,000	Department of Athletics—Golf Practice Facility and Athletic Suite Donations
2/12/2014	\$15,000	College of Science and Engineering—Mathworks Operating
2/13/2014	\$30,000	College of Fine Arts and Communication—Mike and Dianne Bowman Visiting Guest Artists Series
2/17/2014	\$12,500	College of Fine Arts and Communication—Latin Music Studies
2/17/2014	\$100,000	College of Science and Engineering—Lamar and Marilyn Johanson Graduate Endowment in Biology
2/17/2014	\$10,000	McCoy College of Business Administration—Professional Selling Partners' Program
2/18/2014	\$10,000	Department of Athletics—Baseball
2/18/2014	\$10,000	Department of Athletics—Football Locker Room Project Donations
2/18/2014	\$20,000	Department of Athletics—Baseball
2/18/2014	\$20,000	Department of Athletics—Baseball
2/24/2014	\$100,000	College of Liberal Arts—Gault School Archaeology Project
2/25/2014	\$12,000	Department of Athletics—Bobcat Club Annual Fund
2/27/2014	\$25,000	Office of the Provost and Vice President of Academic Affairs—University Federal Credit Union Scholarship

2/28/2014	\$20,000	College of Liberal Arts—Jesse and Betty Luxton Gift to the Grosvenor Center for Geographic Education
2/28/2014	\$100,000	College of Liberal Arts—Texas State University System Foundation Graduate Endowed Fellowship in Liberal Arts
3/6/2014	\$25,000	Department of Athletics—Bobcat Club Annual Fund
<b>TOTAL:</b>	<b><u>\$1,028,750.00</u></b>	

The following Gifts-in-Kind valued at \$5,000 or more were made to Texas State University.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
12/31/2013	\$11,400	Division of Information Technology—GIK—Alkek Library
2/24/2014	\$9,763	College of Science and Engineering—GIK—Department of Physics
2/24/2014	\$47,790	College of Fine Arts and Communication—GIK—School of Art and Design
<b>TOTAL:</b>	<b><u>\$68,953.00</u></b>	

The following gifts of \$5,000 or more were made payable to the Texas State University Development Foundation.

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
12/19/2013	\$10,000	Division of University Advancement—David Henton Endowed Scholarship
12/19/2013	\$100,000	Office of the Provost and Vice President of Academic Affairs—Texas Stream Team Research Endowment
12/19/2013	\$10,000	College of Liberal Arts—Bill and Lois Liddle Graduate Fellowship in History
12/19/2013	\$25,050	Division of University Advancement—Robert and Brita Northcutt Annuity and College of Education—William M. Bechtol Graduate Fellowship For Teaching
12/19/2013	\$5,000	President's Office—President's Excellence Fund
12/31/2013	\$498,240	College of Liberal Arts—Richard A. Castro Endowed Scholarship
12/31/2013	\$97,157	Graduate College—Alan Dreeben Endowed Graduate Scholarship
1/8/2014	\$5,000	College of Science and Engineering—Suzanne B. Patenaude Endowed Scholarship

1/8/2014	\$10,000	Department of Athletics—Stricklin Family Endowed Scholarship in Athletics
1/8/2014	\$5,000	Division of Academic Affairs—Tri-M Foundation SURF Endowment
1/9/2014	\$11,250	Vice President of Student Affairs—Student Foundation Endowed Scholarship
1/17/2014	\$30,000	Department of Athletics—Kolbe Family Endowment; College of Fine Arts and Communication—William Kolbe Scholarship in Art Education; College of Education—Janice Moon Kolbe Scholarship in the College of Education and Ella Kolbe Scholarship in Elementary Education; McCoy College of Business Administration—Del D. Kolbe Scholarship in Business and Entrepreneurship
1/17/2014	\$156,385	College of Science and Engineering—Kodosky Foundation Mathworks Endowment
1/29/2014	\$5,000	Department of Athletics—Vernon McDonald Men's Basketball Endowment
1/29/2014	\$5,000	College of Liberal Arts—Joe and Adelle Mooney Excellence in Education Endowment
1/30/2014	\$50,000	College of Education—The Preston T. Bowling Scholarship Fund
2/17/2014	\$24,000	College of Liberal Arts—Billy G. Moore Memorial Scholarship
2/18/2014	\$25,000	Office of the Provost and Vice President of Academic Affairs—Larry F. and Barbara S. Wright Endowment
2/20/2014	\$29,000	College of Fine Arts and Communication—Ronnye Williams-Cowell Endowed Fund in Dance
2/28/2014	\$5,000	College of Health Professions—Barbara Melzer Endowed Professorship in Physical Therapy
<b>TOTAL:</b>	<b><u>\$1,106,082.00</u></b>	

**The following gifts of \$5,000 or more were made payable to the Emmett and Miriam McCoy College of Business Administration Development Foundation. These gifts benefit scholarships, programs, or initiatives at the McCoy College of Business Administration at Texas State University.**

<b><u>Date(s) of Gift</u></b>	<b><u>Gift Amount</u></b>	<b><u>Beneficiary(ies)</u></b>
12/19/2013	\$25,000	McCoy College of Business Administration—The Accounting Club Endowed Scholarship and the Student Development Endowment for the Department of Accounting
12/19/2013	\$25,000	McCoy College of Business Administration—D. Gary Carman Endowed Undergraduate Scholarship

12/31/2013	\$25,000	McCoy College of Business Administration – Liebscher Undergraduate Scholarship Endowment
2/13/2014	\$200,000	McCoy College of Business Administration—Jesse C. Luxton Endowed Scholarship and the Betty A. Luxton Endowed Scholarship
2/24/2014	\$5,000	McCoy College of Business Administration—Mitchell Ward and Pamela Wills-Ward Endowed Undergraduate Scholarship
2/24/2014	\$5,000	McCoy College of Business Administration—Dennis L. and Denise T. Smart Endowed Scholarship
2/24/2014	\$25,000	McCoy College of Business Administration—Liebscher Undergraduate Scholarship Endowment
2/28/2014	\$25,000	McCoy College of Business Administration—James R. Cook Endowed Computer Information Systems Scholarship
<b>TOTAL:</b>	<b><u>\$335,000.00</u></b>	

### Explanation

The following gifts of \$5,000 or more were made to Texas State University.

- A foundation in Austin, Texas, donated \$50,000 to the Meadows Center for Water and Environment Gifts account in the Office of the Provost and Vice President of Academic Affairs.
- A company in San Antonio, Texas, donated \$43,750 to the Engineering Discretionary account in the College of Science and Engineering.
- An alumna in San Marcos, Texas, donated \$5,000 to the Elton Abernathy Endowment account in the College of Fine Arts and Communication.
- A couple in San Marcos, Texas, donated \$5,000 to the Honors College account in the Division of Academic Affairs.
- An alumna and spouse in Dallas, Texas, donated \$5,000 to the Maroon and Gold Annual Fund account in the Division of University Advancement.
- An alumni couple in San Marcos, Texas, donated \$15,000 to the Strutters' Gallery Bricks and Mortar account in the Department of Athletics.
- A foundation in Spring, Texas, donated \$10,000 to the Opera Workshop account in the College of Fine Arts and Communication.
- An individual in Glen Carbon, Illinois, donated \$5,000 to the Opera Workshop account in the College of Fine Arts and Communication.
- An alumnus in Tulsa, Oklahoma, donated \$5,000 to the T-Association account in the Department of Athletics
- An individual in Sierra Vista, Arizona, donated \$5,000 to the Frank and Alice Christ Scholar's Library and Scholarship Fund account in the College of Education.

- A foundation in Buda, Texas, donated \$50,000 to the Katherine A. Porter Operating account in the College of Liberal Arts.
- An organization in Beeville, Texas, donated \$9,000 to the Clara F. Nelson Music Scholarship account in the College of Fine Arts and Communication.
- A couple in Houston, Texas, donated \$100,000 to the Meadows Center Archaeological Research Fund account in the Office of the Provost and Vice President of Academic Affairs.
- A company in Roswell, Georgia, donated \$5,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An alumni couple in Austin, Texas, donated \$25,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A company in Roseland, New Jersey, donated \$10,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An alumnus and spouse in Rosenberg, Texas, donated \$5,000 to the Theatre Excellence Fund account in the College of Fine Arts and Communication.
- A couple in Kingsbury, Texas, donated \$10,000 to the Baseball account in the Department of Athletics.
- A company in Hillsboro, Texas, donated \$27,500 to the Football Locker Room Project Donations account, the Athletic Club Seats Donation account, and the Bobcat Club Annual Fund account in the Department of Athletics.
- A company in Lampasas, Texas, donated \$15,000 to the Athletic Suite Donations account in the Department of Athletics.
- A couple in Kingsbury, Texas, donated \$12,000 to the Athletic Club Seat Donations account in the Department of Athletics.
- A foundation in Santa Fe, New Mexico, donated \$15,000 to the Center for Ancient Arts and Symbolism account in the College of Liberal Arts.
- A company in Houston, Texas, donated \$25,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- An alumnus and spouse in Victoria, Texas, donated \$62,000 to the Golf Practice Facility account and the Athletic Suite Donations account in the Department of Athletics.
- A foundation in San Antonio, Texas, donated \$15,000 to the Mathworks Operating account in the College of Science and Engineering.
- An alumni couple in Houston, Texas, donated \$30,000 to the Mike and Dianne Bowman Visiting Guest Artists Series account in the College of Fine Arts and Communication.
- A couple in Kingsbury, Texas, donated \$12,500 to the Latin Music Studies account in the College of Fine Arts and Communication.
- An alumnus and spouse in Goldthwaite, Texas, donated \$100,000 to the Lamar and Marilyn Johanson Graduate Endowment in Biology account in the College of Science and Engineering.

- A company in College Station, Texas, donated \$10,000 to the Professional Selling Partners' Program account in the McCoy College of Business Administration.
- An alumnus in San Antonio, Texas, donated \$10,000 to the Baseball account in the Department of Athletics.
- A couple in San Marcos, Texas, donated \$10,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A company in Houston, Texas, donated \$20,000 to the Baseball account in the Department of Athletics.
- An alumnus and spouse in Victoria, Texas, donated \$20,000 to the Baseball account in the Department of Athletics.
- A company in San Marcos, Texas, donated \$100,000 to the Gault School Archaeology Project account in the College of Liberal Arts.
- An alumnus and spouse in London, Texas, donated \$12,000 to the Bobcat Club Annual Fund account in the Department of Athletics.
- A company in Austin, Texas, donated \$25,000 to the University Federal Credit Union Scholarship account in the Office of the Provost and Vice President of Academic Affairs.
- A foundation in San Francisco, California, donated \$20,000 to the Jesse and Betty Luxton Gift to The Grosvenor Center for Geographic Education account in the College of Liberal Arts.
- A foundation in Austin, Texas, donated \$100,000 to the Texas State University System Foundation Graduate Endowed Fellowship in Liberal Arts account in the College of Liberal Arts.
- A company in Houston, Texas, donated \$25,000 to the Bobcat Club Annual Fund account in the Department of Athletics.

**The following Gifts-in-Kind valued at \$5,000 or more were made to Texas State University.**

- An alumna and spouse in Austin, Texas, donated 95 reels of microfilm of Politics and Administration of Tudor and Stuart England from the Lansdowne Collection in the British Library, Parts I, II, and III worth \$11,400 to the Alkek Library in the Division of Information Technology.
- A company in Austin, Texas, donated cleanroom consumables and spare parts, including coveralls, cleanroom labels, Kleen Guard coveralls, barcode labels, wipers for anti-fog glasses, shipping bags, safety glasses, gas cabinet support, sample jars, C<sub>2</sub>F<sub>6</sub> gas stick, Helium Gas stick, and vwr Isopropanol labeled lab bottles worth \$9,763 to the Physics Department in the College of Science and Engineering.
- An individual in Austin, Texas, donated a Helen Frankenthaler etching and aquatint entitled "Message from Degas (Harrison 45)" signed in the lower left corner; a Helen Frankenthaler etching and aquatint with dry point on copper entitled "Pranzo Italiano" signed in the lower right corner; an unsigned Sabine Friesicke gouache on paper entitled "Red, Black, and Gold;" an unsigned and untitled mixed media on paper by Annette Cone-Skelton; an unsigned and untitled graphite on paper by Miriam Cabessa; an unsigned collage on mixed media by Lance Letscher entitled "Little Walker;" a soft ground and aquatint etching by James Siena entitled "Global Key in Two Colors, 2004" signed in the lower right corner; an unsigned gouache, ink, pencil on paper by Joseph Phillips entitled "Auxiliary Lot with Site Plan and Clouds;" an aquatint and mezzotint by Charles Ritchie titled "Night I, 20015" signed in the lower right corner; a bronze and silver sculpture by Beverly Penn entitled (1) "Individual Botanical—Columbine 1;" (2) "Individual



Botanical—Indian Hawthorne 6;" (3) "Individual Botanical—Thistle 2;" signed in the lower right hand corner; a mezzotint by Charles Ritchie titled "Guitar Case," signed in the lower right corner; an unsigned conte on rag paper by Owen McAuley entitled "Decatur, IN;" an unsigned collage by Eric Zimmerman entitled "Untitled (landscape);" an unsigned collage by Eric Zimmerman entitled "Untitled (corn husks);" and an untitled typewriter paper by Stephanie Strange signed in the lower right corner totaling a worth of \$47,790 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-San Marcos.**

- An individual in Austin, Texas, donated \$10,000 to David Henton Endowed Scholarship account in the Division of University Advancement.
- A foundation in Midland, Texas, donated \$100,000 to the Texas Stream Team Research Endowment account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in San Marcos, Texas, donated \$10,000 to the Bill and Lois Liddle Graduate Fellowship in History account in the College of Liberal Arts.
- A couple in San Marcos, Texas, donated \$25,050 to the Robert and Brita Northcutt Annuity account in the Division of University Advancement and the William M. Bechtol Graduate Fellowship for Teaching account in the College of Education.
- An alumni couple in Austin, Texas, donated \$5,000 to the President's Excellence Fund account in the President's Office.
- An alumnus, in El Paso, Texas, donated \$498,240 to the Richard A. Castro Endowed Scholarship account in the College of Liberal Arts.
- An anonymous individual donated \$97,157 to the Alan Dreeben Endowed Graduate Scholarship account in The Graduate College.
- A company in San Antonio, Texas, donated \$5,000 to the Suzanne B. Patenaude Endowed Scholarship account in the College of Science and Engineering.
- An alumni couple in Austin, Texas, donated \$10,000 to the Stricklin Family Endowed Scholarship in Athletics account in the Department of Athletics.
- A foundation in Lockhart, Texas, donated \$5,000 to the Tri-M Foundation SURF Endowment account in the Division of Academic Affairs.
- An alumna and spouse in Houston, Texas, donated \$11,250 to the Ronnye Williams-Cowell Endowed Fund in Dance account in the College of Fine Arts and Communication and the Student Foundation Endowed Scholarship account in the Vice President of Student Affairs.
- An alumni couple in Austin, Texas, donated \$30,000 to the Kolbe Family Endowment account in the Department of Athletics; the William Kolbe Scholarship in Art Education account in the College of Fine Arts and Communication; the Janice Moon Kolbe Scholarship in the College of Education account and the Ella Kolbe Scholarship in Elementary Education account in the College of Education; and the Del D. Kolbe Scholarship in Business and Entrepreneurship account in the McCoy College of Business Administration.
- A foundation in Austin, Texas, donated \$156,385 to the Kodosky Foundation Mathworks Endowment account in the College of Science and Engineering.

- A company in San Antonio, Texas, donated \$5,000 to the Vernon McDonald Men's Basketball Endowed account in the Department of Athletics.
- An alumnus in San Antonio, Texas, donated \$5,000 to the Joe and Adelle Mooney Excellence in Education account in the College of Liberal Arts.
- An individual in Golden Eagle, Illinois, donated \$50,000 to The Preston T. Bowling Scholarship Fund account in the College of Education.
- An alumna in San Marcos, Texas, donated \$24,000 to the Billy G. Moore Memorial Scholarship account in the College of Liberal Arts.
- A foundation in Albany, New York, donated \$25,000 to the Larry F. and Barbara S. Wright Endowment account in the Office of the Provost and Vice President of Academic Affairs.
- An alumna and spouse in Houston, Texas, donated \$29,000 to the Ronnye Williams-Cowell Endowed Fund in Dance account in the College of Fine Arts and Communication.
- A foundation in Indianapolis, Indiana, donated \$5,000 to the Barbara Melzer Endowed Professorship in Physical Therapy account in the College of Health Professions.

**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-San Marcos.**

- An organization in San Marcos, Texas, donated \$25,000 to The Accounting Club Endowed Scholarship account and the Student Development Endowed for the Department of Accounting account in the McCoy College of Business Administration Foundation.
- An individual in Floresville, Texas, donated \$25,000 to the D. Gary Carman Endowed Undergraduate Scholarship account in the McCoy College of Business Administration Foundation.
- A foundation in New Braunfels, Texas, donated \$25,000 to the Liebscher Undergraduate Scholarship Endowment account in the McCoy College of Business Administration Foundation.
- A foundation in San Francisco, California, donated \$200,000 to the Jesse C. Luxton Endowed Scholarship account and the Betty A. Luxton Endowed Scholarship account in the McCoy College of Business Administration Foundation.
- A company in Dallas, Texas, donated \$5,000 to the Mitchell Ward and Pamela Wills-Ward Endowed Undergraduate Scholarship account in the McCoy College of Business Administration Foundation.
- A couple in San Marcos, Texas, donated \$5,000 to the Dennis L. and Denise T. Smart Endowed Scholarship account in the McCoy College of Business Administration Foundation.
- A foundation in New Braunfels, Texas, donated \$25,000 to the Liebscher Undergraduate Scholarship Endowment account in the McCoy College of Business Administration Foundation.
- An alumnus and spouse in San Marcos, Texas, donated \$25,000 to the James R. Cook Endowed Computer Information Systems Scholarship account in the McCoy College of Business Administration Foundation.

## Lamar Institute of Technology

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
1/22/14	Jean and Gus McFaddin	\$5,320.00	LIT Foundation
2/3/14	BASF TOTAL Petrochemicals LLC	\$5,000.00	Scholarships
2/5/14	BASF TOTAL Petrochemicals LLC	\$5,000.00	LIT Foundation
2/6/14	Wilton and Effie Mae Hebert Foundation	\$6,000.00	Scholarships
3/18/14	Valero	\$50,000.00	LIT Foundation
3/20/14	Chevron Pipe Line	\$34,600.00	LIT Foundation
4/1/14	Gisela Houseman	\$25,000.00	LIT Foundation
<b>Total:</b>		<b><u>\$110,920.00</u></b>	

**The following Gifts-in-Kind valued at \$5,000 or more were made to Lamar Institute of Technology Foundation:**

4/5/14	Zoli USA	\$5,640.00	LIT Foundation
<b>Total:</b>		<b><u>\$5,640.00</u></b>	

### EXPLANATIONS

\$5,320.00 was received January 22, 2014 from Jean and Gus McFaddin for a Gold Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$5,000.00 was received February 5, 2014 from BASF TOTAL Petrochemicals LLC for scholarship distributions in the Fall 2014 semester to students in instrumentation or process operating technology.

\$5,000.00 was received February 5, 2014 from BASF TOTAL Petrochemicals LLC for a Gold Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$6,000.00 was received February 6, 2014 from the Wilton and Effie Mae Hebert Foundation for scholarship distributions in the Fall 2014 semester to students pursuing a two-year associate degree, a certificate of completion in law enforcement, or a certificate in fire protection technology.

\$50,000.00 was received March 18, 2014 from Valero to establish the Valero Scholarship Endowment for the benefit of students in Welding, Process Operating, Instrumentation, Industrial Mechanics, Computer Drafting and Occupational Safety & Health programs.

\$34,600.00 was received March 20, 2014 from Chevron Pipe Line to purchase \$25,515 in instrumentation equipment and \$9,085 in process operating equipment.

\$5,640.00 Zoli 20 gauge over and under field grade shotgun in-kind donation was received April 5, 2014 from Zoli USA for the benefit of the LIT Shoot-Out event.

**Lamar State College-Orange**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
03/24/14	Gisela Houseman	\$10,000	Lamar State College-Orange Foundation
4/12/14	Community	\$35,000	Lamar State College-Orange Foundation

**EXPLANATION**

**The following gifts of \$5,000 or more were made payable to Lamar State College-Orange Foundation.**

- \$10,000 was received from Gisela Houseman for the Tony Houseman Scholarship Fund.
- \$35,000 was received from the community for the Lamar State College-Orange Foundation Scholarship fundraiser held on April 12, 2014 at the Brown Estate.

**LAMAR STATE COLLEGE-PORT ARTHUR**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
2/4/2014	Henry D. Flanagan	\$7,500	Jane Goins-Flanagan Scholarship Fund
2/12/2014	Golden Triangle Cajun Association	\$5,000	Golden Triangle Cajun Association Scholarship Fund
3/18/2014	Southeast Texas Plant Managers' Forum	\$25,000	PAIG Co-enrollment Fund
3/19/2014	K. T. (Ike) Akbari	\$5,000	Gulf Coast Gala
4/3/2014	Wilton & Effie Mae Hebert Foundation	\$5,000	Gulf Coast Gala
4/7/2014	BASF TOTAL Petrochemicals LLC	\$7,500	Gulf Coast Gala
	<b>TOTAL</b>	<b>\$55,000</b>	

Gifts-in-kind valued at \$5,000 or more made to Lamar State College-Port Arthur

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
4/3/2014	M & I Electric Industries, Inc.	\$12,000	Electronics & Instrumentation Technology Department
	<b>TOTAL</b>	<b>\$12,000</b>	

**EXPLANATION**

**Port Arthur Higher Education Foundation**

\$7,500 was received from Henry D. Flanagan for an addition to the Jane Goins-Flanagan Endowed Scholarship Fund.

\$5,000 was received from Leroy and Gloria Broussard to establish the Golden Triangle Cajun Association Scholarship Fund in memory of Lou Boudoin.

\$25,000 was received from the Southeast Texas Plant Managers' Forum to provide scholarships for Memorial High School students to attend co-enrollment classes on the campus of Lamar State College-Port Arthur through the Port Arthur Industrial Group (PAIG).

The following gifts were received from each of the listings in support of the 11th Annual Gulf Coast Gala. Proceeds from the event benefit various special events and presentations on campus as well as scholarships:

\$5,000	K. T. (Ike) Akbari
\$5,000	Wilton & Effie Mae Hebert Foundation
\$7,500	BASF TOTAL Petrochemicals LLC

**Gifts-in-Kind valued at \$5,000 or more made to Lamar State College-Port Arthur**

M & I Electric Industries, Inc. donated a 3-section Motor Control Center valued at \$12,000 that is used for power distribution in industry to the Electronics & Instrumentation Technology Department for student training.

## CONSENT – Personnel

## **TSUS: Personnel Actions**

### **Recommendation**

The proposed Personnel Actions for the Texas State University System components are approved.

### **Background**

In accordance with the System *Rules and Regulations, Chapter III, Section 1.2 Personnel*, the following actions shall be submitted to the Board of Regents for approval.



# PERSONNEL REPORT - LAMAR UNIVERSITY

## FACULTY PERSONNEL CHANGES

### RESIGNATIONS

1. Greenwood, Blair; Instructor, Health & Kine, effective February 3, 2014.
2. Harvey, Jr., Thomas; Field Supervisor, Ed Leadership, effective December 31, 2013.
3. Long, Elizabeth, Instructor, Nursing, effective May 31, 2014.
4. Paris, Damara; Assist Prof, Deaf Stud/Ed, effective May 31, 2014.
5. Underdown, Damon; Assoc Prof, Indus Engr, effective May 31, 2014.
6. Vroonland, David; Field Supervisor, Ed Leadership, effective February 14, 2014.

### RETIREMENT

1. Baker, Blanche Joanne, Assoc Prof, Math, Option II, effective May 31, 2014.
2. Blume, Nancy, Assoc Prof, Nursing, effective May 31, 2014.
3. Bullock, Melanie; Assist Prof, C & SP, effective February 28, 2014.
4. Draper, Kelly; Assoc Prof, Theatre/Dance, effective January 31, 2014.
5. May, Barbara, Assist Prof, Nursing, effective May 31, 2014.

### SEPARATION

1. None

### TERMINAL CONTRACT

1. None

### LEAVE OF ABSENCE

1. Autrey, Estus; Instructor, History, begin FMLA leave on February 3, 2014.
2. Carey, Donald; Instructor, English/M Lang, begin FMLA leave March 14, 2014.
3. El-Houbi, Ashraf; Assoc Prof, Info Sys & Anal, return from FMLA, effective January 1, 2014.
4. Johnson, Cecil; Instructor, English/M Lang, begin FMLA leave February 20, 2014.
5. Lewis, Akilah; Instructor, Psychology, returned from leave January 17, 2014
6. Nix, Charles; Assoc Prof, Health & Kine, begin FMLA, effective January 13, 2014.
7. Simmons, James. M.; Professor, Music, return from Faculty Development Leave, effective January 16, 2014.
8. Strickland, George; Assoc Prof, Health & Kine, begin FMLA, effective January 27, 2014.
9. Thomas, Prince; Assoc Prof, Art, return from Faculty Development Leave, effective January 16, 2014.
10. Wisner, Jeffrey; Assist Prof, Theatre/Dance, return from FMLA, effective January 13, 2014.

### FACULTY APPOINTMENTS, New (N) and Renewal (R)

**Note:** Appointments for Adjuncts and New-Hire and Full-time Faculty.

Name	Deg	Rank	Department	%FTE	Salary	Period
<b>COLLEGE OF ARTS &amp; SCIENCES</b>						
R Adams, Mark	MS	Adjunct	Earth/Space Sci	.20	\$3,500	SP 2014
N Alexander, Katrina	MS	Adjunct	Biology	.40	\$6,000	SP 2014
R Allison, Amanda	MS	Adjunct	Earth/Space Sci	.20	\$3,500	SP 2014
R Benoit, Angela	MS	Adjunct	Nursing	.38	\$5,600	SP 2014
R Burkle, Jessie	MS	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R Clanahan, Michael	MS	Adjunct	Biology	106.	\$16,000	SP 2014
R Courmier, Sharon	MS	Adjunct	History	.20	\$2,683	SP 2014

R	Crenshaw, Cory	JD	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	DeLuca, Lorriane	PhD	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Durso, Cassandre	MS	Adjunct	History	.20	\$2,385	SP 2014
N	Fakhravar, Amir	JD	Adjunct	Soc/SW/CJ	.40	\$10,000	SP 2014
R	Flowers, Christopher	MS	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	Garza, Andrew	MS	Adjunct	Psych	.20	\$2,683	SP 2014
R	Garza, Andrew	MS	Adjunct	Political Sci	.60	\$9,683	SP 2014
R	Gregory, Susan	MS	Adjunct	Math	.40	\$8,400	SP 2014
R	Gwin, Howell	PhD	Adjunct	History	.40	\$10,000	SP 2014
R	Hadnot, Roderick	MS	Adjunct	Nursing	.38	\$5,600	SP 2014
R	Harakeh, Ali	MS	Adjunct	Math	.40	\$7,200	SP 2014
R	Hayes, Jacqueline	MS	Adjunct	English/M Lang	.20	\$3,654	SP 2014
R	Hayes, Jacqueline	MS	Adjunct	English/M Lang	.40	\$5,600	SP 2014
R	Hutto, Michelle	MS	Adjunct	Nursing	.75	\$11,200	SP 2014
R	Karahouni, Mike	MS	Adjunct	Math	.40	\$7,200	SP 2014
R	Kemble, Joe	PhD	Adjunct	Math	.20	\$3,600	SP 2014
R	Kibbe, Tina	PhD	Adjunct	History	.40	\$10,136	SP 2014
R	Knapp, Jennifer	MS	Adjunct	Earth/Space Sci	.60	\$10,500	SP 2014
R	Knight, Timothy	PhD	Adjunct	History	.40	\$5,366	SP 2014
R	Lindley, Neil	PhD	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Love, James	JD	Adjunct	Soc/SW/CJ	.20	\$5,000	SP 2014
R	Mahan, Janice	MS	Adjunct	Nursing	.63	\$6,050	SP 2014
N	Mantz, Martin	MS	Instructor	Chem/Biochem	1.0	\$18,000	SP 2014
R	Morrell, Patricia	MS	Adjunct	Nursing	.38	\$5,600	SP 2014
R	Owen, Cissie	MS	Adjunct	Political Sci	.20	\$2,700	SP 2014
R	Price, Victoria	PhD	Adjunct	English/M Lang	.20	\$2,084	SP 2014
R	Price, Victoria	PhD	Adjunct	English/M Lang	.60	\$8,400	SP 2014
R	Reena, Ismatara	MS	Adjunct	Biology	.27	\$4,000	SP 2014
R	Richards, Garry	MS	Adjunct	English/M Lang	.40	\$3,141	SP 2014
R	Richards, Garry	MS	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Robertson, Robert	MS	Adjunct	History	.40	\$5,366	SP 2014
N	Robinson, Ruthie	PhD	Adjunct	Nursing	.20	\$4,500	SP 2014
R	Sams, Christopher	BS	Adjunct	Math	.60	\$10,800	SP 2014
R	Saucedo, Richard	MS	Adjunct	English/M Lang	.60	\$8,400	SP 2014
R	Seaman, J. T.	MS	Adjunct	Nursing	.75	\$11,200	SP 2014
R	Sellers, Shana	MS	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	Sen, Cengiz	PhD	Adjunct	Nursing	.60	\$8,400	SP 2014
R	Seymour, Rebekah	MS	Adjunct	Nursing	.38	\$5,600	SP 2014
R	Shipper, Robbie	MS	Adjunct	Math	.20	\$3,600	SP 2014
R	Shoefstall, Sherri	PhD	Adjunct	Psych	.20	\$2,683	SP 2014
R	Sjodin, Sarah	MS	Adjunct	English/M Lang	.40	\$3,141	SP 2014
R	Sjodin, Sarah	MS	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Soularie, Crystal	MS	Adjunct	Nursing	.38	\$5,600	SP 2014
R	Stelly, Karen	MS	Adjunct	Earth/Space Sci	.20	\$3,500	SP 2014
R	Tadmor, Maria	MS	Adjunct	Math	.20	\$3,600	SP 2014
R	Thompson, Walyn	JD	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	Tran, Martin	MS	Adjunct	Math	.40	\$7,200	SP 2014
R	Tucker, Carla	MS	Adjunct	Earth/Space Sci	.60	\$10,500	SP 2014
R	Wilbur, Christina	MS	Adjunct	History	.20	\$2,385	SP 2014
R	Williams, Beverly	MS	Adjunct	English/M Lang	.20	\$10,484	SP 2014
R	Williams, Beverly	MS	Adjunct	History	.20	\$2,683	SP 2014
R	Winslow, Anne	MS	Adjunct	Nursing	.75	\$11,200	SP 2014
R	Wright, Lori	MS	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	Zarzosa, Miguel	MS	Adjunct	English/M Lang	.20	\$2,800	SP 2014

#### COLLEGE OF BUSINESS

R	Majdalani, Joseph	PhD	Adjunct	Const Mgmt	.20	\$3,045	SP 2014
N	Watanabe, Hiroki	MA	Visit Instr	Econ & Finance	1.0	\$60,000	Fall 2013

#### CENTER FOR COLLEGE READINESS

None

#### CENTER FOR DISTANCE EDUCATION

R	Adams, Mark	MS	Adjunct	Earth/Space Sci	.40	\$7,000	SP 2014
R	Aguilar, Amanda	MS	Adjunct	Health & Kine	.75	\$8,050	SP 2014
R	Allison, Amanda	MS	Adjunct	Earth/Space Sci	.40	\$7,000	SP 2014

R	Brice, Gary	MS	Instructor	Math	.20	\$3,600	SP 2014
R	Broussard, Willie	MBA	Adjunct	Fam & Con Sci	.40	\$6,708	SP 2014
R	Burkle, Jessie	MA	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Busceme, Greg	MA	Adjunct	Art	.20	\$2,683	SP 2014
R	Chiou, Peen-Peen	MS	Adjunct	Computer Sci	.40	\$6,200	SP 2014
R	Deluca, Lorraine	EdD	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Durso, Cassandre	MS	Adjunct	History	.20	\$2,684	SP 2014
R	Escamilla, Craig	MBA	Adjunct	Mgmt & Mktg	.20	\$3,873	SP 2014
R	Fontenot, Virginia	MA	Adjunct	Fam & Con Sci	.20	\$2,684	SP 2014
R	Fowler, Derrick	JD	Adjunct	Soc/SW/CJ	.20	\$2,684	SP 2014
R	Gallaspy, Beth	MA	Adjunct	Communication	.20	\$2,684	SP 2014
R	Garcia, Jesus	PhD	Adjunct	Soc/SW/CJ	.20	\$2,684	SP 2014
R	Gauthreaux, Kim	MS	Adjunct	Health & Kine	.20	\$2,684	SP 2014
R	Gilcrease, Wade	MS	Instructor	Math	.25	\$3,600	SP 2014
R	Gillespie, Brian	MS	Adjunct	Math	.80	\$14,400	SP 2014
R	Haynes, Adam	MA	Adjunct	Computer Sci	.40	\$5,784	SP 2014
R	Hefner-Babb, Theresa	MS	Adjunct	History	.20	\$2,684	SP 2014
R	Jarrell, Johnny	MS	Adjunct	Computer Sci	.20	\$3,100	SP 2014
R	Johnson, Gretchen	MS	Instructor	English/M Lang	.20	\$2,800	SP 2014
R	Kang, Kye Hong	MS	Adjunct	Math	.20	\$3,600	SP 2014
R	Lindley, Neil	AuD	Adjunct	English/M Lang	.20	\$2,800	SP 2014
R	Linsley, Judith	BS	Adjunct	History	.20	\$2,684	SP 2014
R	Ma, Daoying	MS	Adjunct	Computer Sci	.20	\$3,100	SP 2014
R	Malley, Wendi	MS	Adjunct	Math	.20	\$3,600	SP 2014
R	Marquez, Alberto	PhD	Assoc Prof	Indus Engr	.37	\$5,423	SP 2014
R	McCollum, Justin	MS	Adjunct	Earth/Space Sci	.20	\$3,500	SP 2014
R	Mullican, Jeanne	MS	Adjunct	Health & Kine	.14	\$2,000	SP 2014
R	Owen, Cissie	MS	Adjunct	Political Sci	.25	\$5,600	SP 2014
R	Parish, Cynthia	MEd	Adjunct	Earth/Space Sci	.54	\$7,000	SP 2014
R	Rioux, Theresa	MA	Adjunct	History	.40	\$5,366	SP 2014
R	Sanchez, F. Rachel	MA	Adjunct	Chem/Biochem	.60	\$13,500	SP 2014
R	Stelly, Karen	MA	Adjunct	Earth/Space Sci	.81	\$10,500	SP 2014
R	Swandollar-Eger, Mary	MA	Adjunct	Info Sys & Anal	.20	\$3,873	SP 2014
R	Varner, Justin	MA	Adjunct	Art	.20	\$2,683	SP 2014
R	White, Michelle	MA	Adjunct	Music	.60	\$8,049	SP 2014
R	White, Robert	MA	Adjunct	Soc/SW/CJ	.20	\$2,683	SP 2014
R	Wilbur, Christina	MA	Adjunct	History	.60	\$8,049	SP 2014
R	Wilson, Twana	MA	Adjunct	Health & Kine	.50	\$5,366	SP 2014

#### COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

N	Allen, Shannon	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Arrington, Kimberly	MEd	Adjunct	C & SP	.49	\$8,050	SP 2014
R	Arrington, Kimberly	MEd	Field Sup	C & SP	.49	\$13,500	SP 2014
R	Bain, Richard	MEd	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Beard, Ronald	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
N	Bussey, Lauren	MEd	Field Sup	C & SP	.49	\$4,500	SP 2014
N	Byas, Deidra	MEd	Visit Instr	C & SP	1.0	\$58,000	2014-15
N	Canfield, Brian	EdD	Adjunct	Ac Partnership	.49	\$3,500	SP 2014
R	Choate, Pamela	MEd	Adjunct	Prof Pedg	.40	\$5,366	SP 2014
R	Collier, Virginia	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
N	Corcoran, Katy	LLD	Adjunct	Ed Leadership	.20	\$4,000	SP 2014
R	Duncan, Betty	EdD	Adunct	Prof Pedg	.40	\$5,366	SP 2014
N	Fikac, Natalie	EdD	Field Sup	Ed Leadershp	.49	\$3,200	SP 2014
R	Formica, Peter	MA	Field Sup	C & SP	.49	\$4,500	SP 2014
N	Greenidge, Wendy-Lou	PhD	Assist Prof	C & SP	1.0	\$67,000	2014-15
R	Hamby, Nancy	MEd	Adjunct	Prof Pedg	.20	\$2,683	SP 2014
R	House, Sally	MEd	Adjunct	Prof Pedg	.20	\$2,683	SP 2014
R	Keen, Don	Cert	Adjunct	Health & Kine	.48	\$8,800	SP 2014
R	Krohn, Beverly	MEd	Adjunct	Prof Pedg	.20	\$2,683	SP 2014
R	Lacourt, Luis	MEd	Field Sup	C & SP	.49	\$4,500	SP 2014
R	Mansfield, Ted	MEd	Adjunct	Prof Pedg	.20	\$2,683	SP 2014
R	Moore, Jerry	MEd	Adjunct	Prof Pedg	.40	\$5,366	SP 2014
R	Moore, Mary	EdD	Adjunct	Prof Pedg	.40	\$5,366	SP 2014
N	Moye-Lavergne, Gatsy	MEd	Adjunct	Prof Pedg	.20	\$2,684	SP 2014
R	Owens, Mary	EdS	Field Sup	C & SP	.49	\$4,500	SP 2014
R	Pekar, Marian	MEd	Adjunct	Prof Pedg	.40	\$5,366	SP 2014
R	Pineda, Estella	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Preston, Rondall	PhD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014

N	Puente, Christina	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Reaves, Ron	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014
R	Reena, Ismatara	MS	Adjunct	Health & Kine	.20	\$2,684	SP 2014
N	Saltsman, George	MS	Assist Research Prof	Ed Leadership	1.0	\$37,500	SP 2014
N	Sanders, Betty	PhD	Adjunct	Ac Partnership	.49	\$4,000	SP 2014
R	Sheperis, Donna	PhD	Adjunct	C & SP	.49	\$2,683	Fall 2013
R	Sheperis, Donna	PhD	Adjunct	C & SP	.49	\$2,683	SP 2014
N	Snook, Joy-Del	PhD	Adjunct	Ac Partnership	.49	\$3,000	SP 2014
R	Strickland, George	PhD	Assoc Prof	Health & Kine	.50	\$34,050	2014-15
R	Tidwell, Deborah	MA	Adjunct	C & SP	.49	\$9,000	SP 2014
N	Vela, Carol	MS	Field Sup	C & SP	.49	\$4,500	SP 2014
R	Wilbur, Christina	MEd	Adjunct	Prof Pedg	.20	\$2,683	SP 2014
R	Wright, Howell	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2014

#### COLLEGE OF ENGINEERING

R	Hirano, Koji	MS	Adjunct	Elect Engr	.50	\$12,043	SP 2014
N	Kim, Tae Hoon	PhD	Adjunct	Indus Engr	.20	\$5,000	SP 2014
R	Majdalani, Joseph	DE	Adjunct	Civil Engr	.50	\$12,000	SP 2014
R	Paul, John	PhD	Adjunct	Chem Engr	.20	\$4,000	SP 2014
R	Tohme, Hani	DE	Adjunct	Civil Engr	.50	\$10,615	SP 2014

#### COLLEGE OF FINE ARTS & COMMUNICATION

R	Balentine, Byron	MBA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Benson, Jack	MA	Adjunct	Music	.93	\$11,627	SP 2014
N	Bhayroo, Shenid	PhD	Assist Prof	Communication	1.0	\$27,500	SP 2014
R	Blanton, Linnis	BA	Adjunct	Art	.28	\$2,683	SP 2014
R	Brigham, Sheldra	MA	Adjunct	Communication	.60	\$8,050	SP 2014
N	Bronson, Delanea	MA	Adjunct	Spch/Hearing	.25	\$4,000	SP 2014
R	Capps, Aaron	MA	Adjunct	Deaf Stud/Ed	.20	\$2,683	SP 2014
R	Cobb, Joshua	MA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Coughlan, Andrew	MA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Dubuisson, Zachary	MFA	Adjunct	Art	.28	\$2,683	SP 2014
R	Feldhausen, Scott	PhD	Adjunct	Music	.33	\$3,578	SP 2014
R	Gallaspy, Elizabeth	MA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Gallego, Amber	BA	Adjunct	Deaf Stud/Ed	.60	\$8,050	SP 2014
R	Haines, Yvonne	MA	Adjunct	Music	.045	\$ 761	SP 2014
R	Hale, Nancy	MA	Adjunct	Music	.40	\$5,366	SP 2014
R	Harrigan, William	PhD	Adjunct	Communication	.40	\$5,366	SP 2014
R	Haynes, Adam	MA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Hunt, Kristyn	MA	Adjunct	Communication	.40	\$5,366	SP 2014
R	Isadore, Jennifer	MA	Adjunct	Music	.53	\$8,504	SP 2014
R	Jacobs, W. Bruce	MFA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Keele, Roger	PhD	Adjunct	Music	.08	\$4,000	SP 2014
R	Matthis, Rose	MFA	Instructor	Art	1.0	\$15,000	SP 2014
R	Mizener, Gary	PhD	Adjunct	Music	.73	\$8,944	SP 2014
R	Nichols, Karen	MA	Adjunct	Communication	.40	\$5,366	SP 2014
R	Odom, Kathleen	MA	Adjunct	Music	.40	\$5,366	SP 2014
R	Pitman, Dana	MS	Adjunct	Spch/Hearing	.25	\$4,000	SP 2014
R	Reho, Joseph	MA	Adjunct	Communication	.20	\$2,683	SP 2014
R	Wagers, Stacey	MA	Adjunct	Communication	.40	\$5,366	SP 2014
R	Whisenhunt-Saar, Karen	MA	Adjunct	Spch/Hearing	.25	\$4,000	SP 2014
N	Whitfield, Amanda	MFA	Visit Instr	Theatre/Dance	1.0	\$17,500	SP 2014
R	Wilson, Amy	MA	Adjunct	Spch/Hearing	.25	\$4,000	SP 2014
R	Zhang, Yi	MA	Adjunct	Music	.18	\$3,044	SP 2014

#### LIBRARY

None

#### CHANGE OF STATUS

Last, First	DEPT	Change of Status	Term
Bahrim, Cristian	Physics	From Interim Chair to Assoc Professor	SP 2014

Lumpkin, Richard	Chem/Biochem	From Assoc Prof to Interim Chair	SP 2014
Martin, Gabriel	Deaf Stud/Ed	From Chair/Professor to Professor	SP 2014
Nicks, Robert	Education Leadership	From Half-time Assoc Prof to Full-time Assoc Prof	Fall 2014
Scheidemandel, Jeferson	Psych	From Adjunct to Instructor	SP 2014

## **SALARY STIPEND**

Abernathy, Lucy	Ac Partnership	Received \$1,500 for course instruction	Fall 2013
Adams, Nancy	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Adams, Nancy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Aguilar, Amanda	Health & Kine	Received \$500 for course instruction	Fall 2013
Alasti, Sanaz	Ac Partnership	Received \$1,500 for course instruction	Fall 2013
Ammons, Rachael	Ac Partnership	Received \$500 for course instruction	Fall 2013
Ammons, Rachael	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	SP 2014
Azodi, Donna	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Baker, Blanche Joann	Math	Received \$1,600 for scheduling and degree plan maintenance	SP 2014
Bartlett, Karen	English/M Lang	Received \$800 for course instruction	SP 2014
Benavides, Roy	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Boatwright, Doug	Health & Kine	Received \$1,500 for course instruction	Fall 2013
Borel DarylAnn	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Chang, Chiung-Fang	Ac Partnership	Received \$1,500 for course instruction	Fall 2013
Chisholm, LeAnn	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Collins, Mary	Ac Partnership	Received \$500 for course instruction	SP 2014
Cortez-Rucker, Vance	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Cortez-Rucker, Vance	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Creel, Jimmy	Ac Partnership	Received \$500 for course instruction	SP 2014
Cummings, Cynthia	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Cummings, Cynthia	Ac Partnership	Received \$7,000 for course instruction	SP 2014
Davis, Randy	Ac Partnership	Received \$4,000 for course instruction	Fall 2013
Davis, Randy	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Dyrhaug, Kurt	Art	Received \$400 for course instruction	SP 2014
Eikenberg, Babette	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Ervin, Mel	Ac Partnership	Received \$2,000 for course instruction	Fall 2013
Frels, Rebecca	Ac Partnership	Received \$7,500 for course instruction	Fall 2013

Frels, Rebecca	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Gauthreaux, Kim	Health & Kine	Received \$500 for course instruction	Fall 2013
Hall, Iva	Ac Partnership	Received \$250 for course instruction	SP 2014
Harris, Patricia	Ac Partnership	Received \$3,000 for course instruction	Fall 2013
Hao, Jun (Maggie)	Ac Partnership	Received \$500 for course instruction	SP 2014
Hawkins, Charles	Ac Partnership	Received \$500 for course instruction	SP 2014
Jenkins, Marshall	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Jones, Lakeysa	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Lanier, Boyd	Political Sci	Received \$1,800 as Academic Advisor for the MPA and Undergraduate Program	SP 2014
Lin, Cheng-Hsien	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Lopez, Belinda	Ac Partnership	Received \$3,500 for course Instruction	Fall 2013
Lopez, Belinda	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Lumpkin, Richard	Chem/Biochem	Received \$2,000 for Int Chair duties	SP 2014
Marquez, Alberto	Engr	Received \$1,200 as Dir of BSIT Program	SP 2014
McAfee, Nancye	Ac Partnership	Received \$250 for course instruction	Fall 2013
McCollough, John	Econ & Finance	Received \$400 for course instruction	SP 2014
Michalski, Nicki	Ac Partnership	Received \$500 for course instruction	SP 2014
Mohr, John	Ac Partnership	Received \$1,000 for course instruction	SP 2014
Mulvaney, Antoinette	Ac Partnership	Received \$1,500 for course instruction	SP 2014
Nicks, Robert	Ac Partnership	Received \$500 for course instruction	SP 2014
Owen, Cissie	Political Sci	Received \$400 for course instruction	SP 2014
Pape, Tess	Ac Partnership	Received \$1,500 for course instruction	Fall 2013
Pearce, Gloria	Ac Partnership	Received \$3,500 for course instruction	Fall 2013
Popp, Charles	Ac Partnership	Received \$2,000 for course instruction	Fall 2013
Sandovici, Maria	Ac Partnership	Received \$500 for course instruction	Fall 2013
Scarduzio, Jennifer	Ac Partnership	Received \$500 for course instruction	SP 2014
Sheperis, Carl	Ac Partnership	Received \$3,000 for course instruction	Fall 2013
Sisk, Dorothy	Ac Partnership	Received \$3,500 for course Instruction	Fall 2013
Smith, Sedef	Ac Partnership	Received \$500 for course instruction	Fall 2013
Smith, Sedef	Ac Partnership	Received \$500 for course instruction	SP 2014
Smith, Sheila	Ac Partnership	Received \$250 for course instruction	SP 2014
Stanley, Ruth	Ac Partnership	Received \$500 for course instruction	Fall 2013
Stephens, Lu	Ac Partnership	Received \$3,500 for course instruction	SP 2014
Stewart, Arthur	English/MLang	Received \$2,565 for Director of Center for Philosophical	SP 2014

Name	Department	Amount / Description	Term
Stinson, Cynthia	Ac Partnership	Received \$500 for course instruction	Fall 2013
Strickland, George	Health & Kine	Received \$1,000 for course instruction	Fall 2013
Troxclair, Debbie	Ac Partnership	Received \$3,000 for course instruction	Fall 2013
Troxclair, Debbie	Ac Partnership	Received \$500 for course instruction	SP 2014
Turk, Janet	English/M Lang	Received \$800 for course instruction	SP 2014
Vanderleeuw, James	Political Sci	Received \$2,250 for Endowed Chair duties	Sp 2014
Walker, Mary	Ac Partnership	Received \$250 for course instruction	Fall 2013
Wang, Sujing	Computer Sci	Received \$1,500 for course instruction	Fall 2013
Wang, Sujing	Computer Sci	Received \$1,500 for course development	Fall 2013
Wilbur, Christina	History	Received \$800 for course instruction	SP 2014
Yentzen, Gary	Engr	Received \$600 as Instr of BSIT Program	SP 2014

### TENURE EFFECTIVE FALL 2014

1. Abernathy, Lucy "Kay"; Assoc Prof, Ed Leadership
2. Adams, Nancy; Assist Prof, Ed Leadership
3. Cortez-Rucker, Vance; Assoc Prof, Ed Leadership
4. Deppe, Scott; Assist Prof, Music
5. Guo, Zhanhu; Assist Prof, Chem Engr
6. Howard, Connie; Assist Prof, Music
7. Hwang, Seok; Assist Prof, Const Mgmt
8. Mason, Diane; Assist Prof, Ed Leadership
9. Mixon, Jason; Assoc Prof, Ed Leadership
10. Qian, Qin; Assist Prof, Civil Engr
11. Tcheslavski, Gleb; Assist Prof, Elect Engr
12. Wright, Christopher "Golden"; Assist Prof, Theatre/Dance

### PROMOTION EFFECTIVE FALL 2014

#### Promotion to Professor

1. Kelley-Scheer, Mary; History
2. Matthis, Michael; English/M Lang/M Lang
3. Wang, Ruhai; Elect Engr

#### Promotion to Associate Professor

1. Deppe, Scott; Music
2. Howard, Connie; Spch/Hearing
3. Hwang, Seok; Const. Mgmt
4. Mason, Diane; Ed Leadership
5. Qian, Qin; Civil Engr
6. Tcheslavski, Gleb; Elect Engr
7. Wright, Golden; Theatre/Dance

#### Promotion to Assistant Professor

1. Grothe, Joel; Theatre/Dance

### **DEPARTMENT CHAIR ADMINISTRATIVE STIPENDS (50% FTE), SUMMER 2014**

Last, First Name	Rank	Department	Stipend Amt
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**COLLEGE OF ARTS & SCIENCES**

Andrei, Stefan	Assoc Prof	Computer Sci	\$15,870
Bernazzani, Paul	Assoc Prof	Chem/Biochem	\$11,950
Curl, Eileen	Professor	Nursing	\$19,853
Davis, Terri	Assoc Prof	Political Sci	\$12,796
Jordan, Jim	Professor	Earth/Space Sci	\$15,942
Kirk, Edythe	Assoc Prof	Psych	\$11,063
Lumpkin, Richard	Assoc Prof	Physics	\$13,839
Nicoletto, Paul	Professor	Biology	\$13,647
Sanderson, James	Professor	English/M Lang	\$13,480
Scheer, Mary	Assoc Prof	History	\$11,450
Wilkinson, MaryE	Assoc Prof	Math	\$12,392
Wright, Stuart	Professor	Soc/SW/CJ	\$15,360

**COLLEGE OF BUSINESS**

Allen, C Larry	Professor	Econ & Finance	\$18,189
Bandyopadhyay, Kakoli	Professor	Info Sys & Anal	\$20,879
Moss, Gisele	Professor	Acct & Bus Law	\$20,783
Sen, Kabir	Professor	Mgmt & Mktg	\$18,791

**COLLEGE OF EDUCATION & HUMAN DEVELOPMENT**

Boatwright, John	Professor	Health & Kine	\$13,013
Sheperis, Carl	Assoc Professor	C & SP	\$13,150
Thompson, Greg	Assist Professor	Fam & Con Sci	\$11,042

**COLLEGE OF ENGINEERING**

Chu, Hsing-wei	Professor	Mech Engr	\$22,293
Craig, Brian	Professor	Indus Engr	\$20,290
Ho, Tho Ching	Professor	Chem Engr	\$24,107
Myler, Harley	Professor	Elect Engr	\$21,067
Yuan, Robert	Professor	Civil Engr	\$21,043

**COLLEGE OF FINE ARTS & COMMUNICATION**

Andrews, Jean	Professor	Deaf Stud/Ed	\$14,371
Conley, Deena	Professor	Theatre/Dance	\$13,333
Gilman, Kurt	Professor	Music	\$12,636
Harn, Monica	Professor	Spch/Hearing	\$12,642
Meeks, Donna	Professor	Art	\$13,290
Stanley, O'Brien	Professor	Communication	\$12,664

**NOMINATIONS FOR RE-EMPLOYMENT OF FACULTY, 2014-2015**

Name	Rank	Degree	Tenure	Yrs.
<b>COLLEGE OF ARTS &amp; SCIENCES</b>				
<b>Department of BAAS</b>				
Ervin, Mel	Instructor	MEd	No	5
Jagneaux, Lara	Instructor	MA	No	3
Mayper, Theresa	Instructor	MA	No	6
<b>Department of Biology</b>				
Armacost, James	Assoc Prof	PhD	Yes	6
Christensen, Ana B.	Assoc Prof	PhD	Yes	15
Haiduk, Michael W.	Professor	PhD	Yes	31
Hoch, Matthew	Assoc Prof	PhD	Yes	6
Kuchnoor, Ashwini	Assist Prof	PhD	No	5
Lian, Ian Yu-Zen	Assist Prof	PhD	No	1
Nicoletto, Paul F.	Chair/Assoc Prof	PhD	Yes	19
Posey, Amanda	Instructor	MS	No	2
Terry, Randall G.	Assist Prof	PhD	Yes	14
Yoder, Howard	Assoc Prof	PhD	Yes	14
<b>Department of Chemistry and Biochemistry</b>				
Andino, Jose'	Instructor	PhD	No	2
Bernazzani, Paul	Chair/Assoc Prof	PhD	Yes	11
Chandrasekaran, P.	Assist Prof	PhD	No	2
Dorris, Kenneth	Professor	PhD	Yes	48
Guanaydin-Sen, Ozge	Assist Prof	PhD	No	1



Lei, Xiangyang	Instructor	PhD	No	6
Lumpkin, Richard	Assoc Prof	PhD	Yes	15
Martin, Christopher	Assist Prof	PhD	No	10
Nguyen, Thi Thuy Minh	Instructor	PhD	No	5
Rabalais, Wayne	Distinguished Prof	PhD	Yes	10
Ruggles, Meghan	Instructor	MS	No	4
Shukla, Shyam	Professor	PhD	Yes	28
Soukhodolets, Maxim	Assist Prof	PhD	No	10
Wei, Suying	Assist Prof	PhD	No	5

#### Department of Computer Science

Andrei, Stefan	Chair/Assoc Prof	PhD	Yes	7
Beard, Michael	Instructor	MS	No	8
Doerschuk, Peggy	Professor	PhD	Yes	21
Koh, Hikyoo	Professor	PhD	Yes	33
Liu, Jiangjiang "Jane"	Assoc Prof	PhD	Yes	10
Makki, Kami	Assoc Prof	PhD	No	6
Osborne, Lawrence	Professor	PhD	Yes	24
Roden, Timothy	Assoc Prof	PhD	No	2
Sun, Bo	Assoc Prof	PhD	Yes	10
Wang, Sujing	Instructor	MS	No	8

#### Department of Earth and Space Science

Cooper, Roger W.	Professor	PhD	Yes	29
Jordan, Jim	Chair/Prof	PhD	Yes	31
Kruger, Joseph	Assoc Prof	PhD	Yes	10
Owen, Donald E.	Professor	PhD	Yes	29
Westgate, James W.	Professor	PhD	Yes	25

#### Department of English/M Lang and Modern Languages

Bardenhagen, Heidi	Instructor	MA	No	5
Bartlett, Karen	Instructor	MA	No	8
Blackwell-Starnes, Adrienne	Assist Prof	PhD	No	1
Bridges-Esser, Christine	Professor	PhD	Yes	21
Brockman, Jennifer	Instructor	MA	No	8
Carey, Donald	Instructor	MA	No	13
Castillon, Catalina	Assoc Prof	PhD	Yes	23
Chen, Julie	Instructor	MA	No	15
Daigrepoint, Lloyd	Professor	PhD	Yes	33
Doiron, Jesse	Instructor	MA	No	17
Geiger, T. J.	Assist Prof	PhD	No	1
Gwynn, Robert	Professor	MFA	Yes	41
Haidusek, Harrabeth	Instructor	MA	No	18
Heintzelman, Patricia	Instructor	MA	No	13
Hillin, Sara	Assoc Prof	PhD	No	8
Hudler, Melissa	Instructor	MA	No	15
Johnson, Cecil	Instructor	MA	No	14
Loges, Max	Professor	PhD	Yes	22
Matthis, Michael	Assoc Prof	PhD	Yes	23
Oteng, Yaw	Assoc Prof	PhD	No	8
Pearce, Gloria	Instructor	MA	No	10
Priest, Dale	Professor	PhD	Yes	27
Popp, Charles	Instructor	MA	No	6
Rivers, Kenneth	Professor	PhD	Yes	24
Rudholm, Anne-Christine	Instructor	MA	No	8
Sanderson, James	Chair/Prof	PhD	Yes	31
Saur, Pamela	Professor	PhD	Yes	25
Smith, Amy	Assist Prof	PhD	No	5
Smith, Renee	Instructor	MA	No	17
Staub, Nancy	Instructor	MA	No	16
Stewart, Arthur	Assoc Prof	PhD	Yes	25
Turk, Janet Kaye	Instructor	MA	No	18
Wilhelm, Julie	Assist Prof	PhD	No	5
Zani, Steven	Professor	PhD	No	15
Zarzosa, Norma	Instructor	MA	No	8

#### Department of History

Autrey, Estus	Instructor	MA	No	11
Boone, Rebecca	Assoc Prof	PhD	Yes	12

Byran, Jimmy	Assoc Prof	PhD	Yes	7
Carroll, John	Professor	PhD	Yes	42
Forret, Jeffrey	Assoc Prof	PhD	Yes	9
Kelley-Scheer, Mary	Chair/Assoc Prof	PhD	Yes	11
Mengerink, Mark	Assoc Prof	PhD	Yes	7
Poston, Ken	Instructor	MA	No	1
Sato, Yasuko	Assist Prof	PhD	No	5
Seratt, James	Instructor	MA	No	19
Thompson, Jerry	Professor	PhD	Yes	16

#### Department of Mathematics

Andreev, Valentin	Professor	PhD	Yes	24
Chiou, Paul	Professor	PhD	Yes	26
Couch, Phillip	Visit Assist Prof	PhD	No	2
Daniel, Bobby	Assoc Prof	PhD	Yes	16
Daniel, Jennifer	Assoc Prof	PhD	Yes	11
Das, Kumar	Assoc Prof	PhD	Yes	9
Dawkins, Paul	Assist Prof	PhD	Yes	17
Kennedy, Judy	Professor	PhD	Yes	7
Laidacker, Michael	Assoc Prof	PhD	Yes	47
Maesumi, Mohsen	Assoc Prof	PhD	Yes	23
Mahavier, William	Assoc Prof	PhD	Yes	13
McNicholl, Timothy	Assoc Prof	PhD	Yes	8
Ramirez-Valdez, Juan	Visit Assist Prof	PhD	No	2
Wilkinson, Mary E.	Chair/Assoc Prof	PhD	Yes	12

#### Department of Nursing

Akright, Jan	Instructor	MS	No	2
Chisholm, LeAnn	Instructor	MSN	No	10
Cochran, Glenda	Instructor	MSN	No	5
Curl, Eileen	Professor	PhD	Yes	12
Ford, Mary	Instructor	MS	No	2
Goodwin, Mary	Instructor	MSN	No	6
Hale, Regina	Instructor	MSN	No	10
Hall, Iva	Assoc Prof	PhD	Yes	27
Hammonds, Carol	Instructor	MSN	No	7
Harding, Rose	Instructor	MSN	No	17
Heinz, Caroline	Instructor	MSN	No	9
Kilgore, Rachel	Assist Prof	PhD	No	4
McAfee, Nancye	Instructor	PhD	No	12
McCall, Stacey	Instructor	MSN	No	4
Moss, Patti	Assist Prof	MSN	Yes	27
Olliff, Linda	Assist Prof	MSN	Yes	16
Pipkin, Cynthia	Instructor	MSN	No	6
Rivers, Dianna	Professor	DPH	Yes	18
Smith, Judy Kaye	Assist Prof	MSN	Yes	14
Stinson, Cynthia	Assoc Prof	PhD	Yes	18
Talenda, Valerie	Instructor	MSN	No	5
Walker, Mary Elizabeth	Assist Prof	MS	Yes	19
Wallace, Faith	Assist Prof	PhD	Yes	21
White, Kelli	Instructor	MS	No	2
Wiisker, Donna	Assist Prof	MSN	Yes	33
Williams, Sharon	Instructor	MSN	No	9

#### Department of Physics

Bahrim, Bogdana	Assoc Prof	PhD	Yes	14
Bahrim, Cristian	Assoc Prof	PhD	Yes	11
Barjami, Saimir	Instructor	PhD	No	2
De la Madrid	Assist Prof	PhD	No	5
Irwin, George	Assoc Prof	PhD	Yes	17
Lou, Ming	Instructor	PhD	No	6
Lumpkin, Richard	Int Chair/Assoc Prof	PhD	Yes	15
Price, Terry	Instructor	PhD	No	4

#### Department of Political Science

Castle, David	Professor	PhD	Yes	29
Davis, Terri	Chair/Assoc Prof	PhD	Yes	18
Easterly, Bianca	Assist Prof	PhD	No	1
Lanier, Boyd	Assoc Prof	PhD	Yes	44

Nelson, James	Assist Prof	PhD	No	3
Sandovici, Maria	Assoc Prof	PhD	Yes	10
Sides, Jason	Assist Prof	PhD	No	4
Sowers, Thomas	Assoc Prof	PhD	Yes	12
Vanderleeuw, James	Professor	PhD	Yes	26

#### Department of Psychology

Aronson, Elizabeth	Assoc Prof	PhD	No	1
Esser, James	Professor	PhD	Yes	32
Fitzpatrick, Jr., Oney	Assoc Prof	PhD	Yes	23
Johnson, June	Instructor	MS	No	22
Kirk, Edythe	Chair/Assoc Prof	PhD	Yes	13
Mann, Judith	Assoc Prof	PhD	Yes	17
Rinker, Martha	Assist Prof	PhD	No	15
Shelton, Jeremy	Assoc Prof	PhD	Yes	11

#### Department of Sociology, Social Work and Criminal Justice

Bronson, Eric	Assoc Prof	PhD	No	6
Chang, Chiung-Fang	Assoc Prof	PhD	Yes	7
Clanahan, Virginia	Instructor	MS	No	7
Fagen, Jennifer	Assoc Prof	PhD	No	8
Gummult, Virginia	Instructor	MS	No	3
Harden, Garrick	Assist Prof	PhD	No	5
Hsu, Henda	Assist Prof	PhD	No	1
Lin, Cheng-Hsien	Assoc Prof	PhD	Yes	7
Mann, Jim	Assoc Prof	PhD	Yes	8
Roebuck, Karen	Instructor	MS	No	1
Saur, Steve	Assist Prof	MSW	Yes	25
Shearer, Raymond	Assist Prof	MS	No	3
Sullivan, Michael	Assoc Prof	PhD	Yes	6
Tomplait, Deborah	Instructor	MSW	No	9
Wallace, Carolyn	Instructor	MS	No	9
Wright, Stuart	Int Chair/Prof	PhD	Yes	29

#### COLLEGE OF BUSINESS

##### Department of Accounting and Business Law

Badua, Frank	Assoc Prof	PhD	Yes	4
Burns, Clare	Instructor	MBA	No	14
Cavaliere, Frank	Professor	JD	Yes	30
Colon, Ricardo	Assist Prof	JD	No	2
Hao, Jun (Maggie)	Assist Prof	PhD	No	1
Lynch, Howell	Professor	PhD	Yes	19
McCoy, Timothy	Assoc Prof	PhD	Yes	7
Moss, Gisele	Chair/Prof	PhD	Yes	15
Mulvaney, Toni	Professor	JD	Yes	24
Rose, David	Instructor	MBA	No	2
Swerdlow, Marleen	Professor	JD	Yes	29

##### Department of Economics and Finance

Allen, C. Larry	Chair/Prof	PhD	Yes	34
Choi, Jai-Young	Professor	PhD	Yes	32
Hawkins, Charles	Professor	PhD	Yes	48
McCullough, John	Assist Prof	PhD	No	1
Moss, Jimmy	Assoc Prof	DBA	Yes	28
Neuhauser, Karyn	Assoc Prof	PhD	No	5
Price, Donald	Professor	PhD	Yes	32
Slaydon, James	Assoc Prof	PhD	Yes	9
Thompson, Thomas	Assoc Prof	PhD	Yes	9
Watanabe, Hiroki	Visit Instr	MA	No	0

##### Department of Information Systems and Analysis

Bandyopadhyay, Kakoli	Chair/Prof	PhD	Yes	16
Barnes, Cynthia	Professor	EdD	Yes	32
El-Houbi, Ashraf	Assoc Prof	PhD	Yes	8
Flosi, Alicen	Instructor	PhD	No	15
Ghosh, Kaushik	Assist Prof	PhD	No	2
Large, Jennifer	Visit Instr	MA	No	1
Tovar-Silos, Ricardo	Assist Prof	PhD	No	6

**Department of Management and Marketing**

Bandyopadhyay, Soumava	Professor	PhD	Yes	22
Dyson, Jeff	Instructor	MBA	No	6
Fraccastoro, Katherine	Assoc Prof	PhD	Yes	16
Godkin, R. Lynn	Professor	PhD	Yes	34
Karani, Komal	Assist Prof	PhD	Yes	5
Kenyon, George	Assoc Prof	PhD	Yes	11
Mayer, Bradley	Professor	PhD	Yes	20
Natarajan, Vivek	Assoc Prof	PhD	Yes	8
Sen, Kabir	Chair/Prof	PhD	Yes	22

**COLLEGE OF EDUCATION & HUMAN DEVELOPMENT****Department of Counseling and Special Populations**

Ammons, Rachael	Visit Assist Prof	MEd	No	1
Davis, Randy	Assist Prof	PhD	No	2
Frels, Rebecca	Assist Prof	PhD	No	3
Hamza, Mohammad	Assoc Prof	PhD	Yes	11
Harris, Patricia	Instructor	EdD	No	3
Lopez, Belinda	Assist Prof	PhD	No	2
Monk, Pamela	Assoc Prof	PhD	Yes	8
Mohr, John	Assist Prof	PhD	No	1
Nelson, Cheryl	Visit Assist Prof	EdD	No	3
Nguyen, Anna	Assist Prof	EdD	No	1
Sheperis, Carl	Chair/Assoc Prof	PhD	Yes	2
Sisk, Dorothy	Professor	PhD	Yes	25
Smith, Sedef	Assist Prof	PhD	No	2
Troxclair, Debra	Assist Prof	PhD	No	5

**Department of Educational Leadership**

Abernathy, Lucy	Assoc Prof	EdD	No	7
Adams, Nancy	Assoc Prof	EdD	No	6
Arterbury, Elvis	Professor	PhD	Yes	24
Azodi, Donna	Assist Prof	EdD	No	0
Baur, Kathryn	Clinic Instr	EdD	No	0
Borel, DarylAnn	Clinic Instr	EdD	No	0
Butcher, Jennifer	Assoc Prof	PhD	No	2
Cortez-Rucker	Assoc Prof	PhD	No	5
Cummings, Cynthia	Assist Prof	MEd	No	5
Eikenberg, Babette	Assoc Prof	EdD	No	2
Harris, Sandra	Professor	PhD	Yes	10
Jenkins, Steve	Assoc Prof	EdD	No	5
Martin, Gary	Professor	EdD	Yes	4
Mason, Diane	Assist Prof	PhD	No	4
Mixon, Jason	Assoc Prof	PhD	No	5
Msengi, Clementine	Visit Assist Prof	EdD	No	2
Saltsman, George	Research Assist Prof	MS	No	0
Shelton, Kaye	Assoc Prof	PhD	No	3
Young, James	Assist Prof	PhD	No	5

**Department of Family and Consumer Sciences**

Chen, Jau-Jin	Assoc Prof	PhD	No	5
Dahm, Molly	Assoc Prof	PhD	Yes	18
Duit, Charles	Clinic Instructor	Cert.	No	15
Gachot, Richard	Assoc Prof	MA	Yes	9
Killough Jill	Assist Prof	PhD	No	15
Kimmons, Janice	Assist Prof	PhD	No	4
Ruiz, Connie	Assoc Prof	PhD	Yes	38
Shows, Amy	Professor	PhD	Yes	30
Thompson, Gregory	Chair/Assist Prof	PhD	No	5
Wallet, Kimberly	Assoc Prof	PhD	Yes	20

**Department of Health and Kinesiology**

Bae, Mihae	Assist Prof	PhD	No	4
Boatwright, Douglas	Chair Prof	PhD	Yes	28
Boone, William	Visit Assist Prof	PhD	No	0
Carter, Richard	Professor	PhD	Yes	4
Chilek, Jr., Daniel	Assist Prof	PhD	Yes	13
Hernandez, Barbara	Professor	PhD	Yes	13

Holland, Deidra	Visiting Instr	MPH	No	0
Morales, Julio	Assoc Prof	PhD	Yes	11
Msengi, Israel	Assist Prof	PhD	No	6
Nix, Charles	Assoc Prof	EdD	Yes	13
Strickland, George	Assoc Prof	PhD	Yes	19

#### Department of Professional Pedagogy

Bumstead, Stacey	Visit Assist Prof	EdD	No	6
Butaud, Gayle	Instructor	EdD	No	10
Goldbeck, Tanya	Assist Prof	EdD	No	5
Henry, Lula	Assoc Prof	EdD	Yes	27
Hussey, Paula	Clinic Instr	MEd	No	0
Karlin, Andrea	Professor	PhD	Yes	33
McCutcheon, Robin	Instructor	MEd	No	15
Nicklebur, Wanda	Clinic Instr	MEd	No	8
Rios, Cristina	Assoc Prof	PhD	Yes	9
Singh, Mamta	Assist Prof	PhD	No	0
Swope, Margaret	Clinic Instr	MEd	No	2
Villate, Vanessa	Assist Prof	PhD	No	5
Titus, Freddie	Assist Prof	EdD	No	2
Yoo, Julia	Assist Prof	PhD	No	4

### COLLEGE OF ENGINEERING

#### Department of Chemical Engineering

Benson, Tracy	Assist Prof	PhD	No	5
Chen, Daniel Hao	Professor	PhD	Yes	32
Cocke, David L.	Professor	PhD	Yes	25
Gossage, John L.	Assoc Prof	PhD	Yes	16
Guo, Zhanhu	Assoc Prof	PhD	No	6
Ho, Tho Ching	Chair/Prof	PhD	Yes	32
Hopper, Jack R.	Professor	PhD	Yes	45
Lin, Sy-Chyi	Assoc Prof	PhD	Yes	9
Lou, Helen Huiru	Professor	PhD	Yes	13
Richmond, Peyton Clay	Assoc Prof	PhD	Yes	14
Tadmor, Rafael	Assoc Prof	PhD	Yes	11
Wei, Tao	Assist Prof	PhD	No	5
Wujcik, Evan	Assist Prof	PhD	No	5
Xu, Qiang	Assoc Prof	PhD	Yes	9

#### Department of Civil Engineering

Brake, Nicholas	Assist Prof	PhD	No	1
Jao, Mien	Professor	PhD	Yes	16
Lin, Che-Jen Jerry	Professor	PhD	Yes	15
Qian, Qin	Assist Prof	PhD	No	6
Wu, Xing	Assist Prof	PhD	No	1
Yuan, Robert Lee	Chair/Prof	PhD	Yes	9

#### Department of Electrical Engineering

Bean, Wendell	Professor	PhD	Yes	45
Myler, Harley R.	Chair/Prof	PhD	Yes	13
Reddy, G.N.	Assoc Prof	PhD	Yes	23
Sayil, Selahattin	Assoc Prof	PhD	Yes	10
Tcheslavski, Gleb	Assist Prof	PhD	No	6
Wang, Ruhai	Assoc Prof	PhD	Yes	11

#### Department of Industrial Engineering

Craig, Brian N.	Chair/Prof	PhD	Yes	13
Curry, James Carl	Assoc Prof	PhD	Yes	6
Liu, Xinyu	Assoc Prof	PhD	Yes	7
Marquez, Alberto	Assoc Prof	PhD	Yes	7
Underdown, Damon Ryan	Assoc Prof	PhD	Yes	16
Zhu, Weihang	Assoc Prof	PhD	Yes	8

#### Department of Mechanical Engineering

Aung, Kendrick Than	Professor	PhD	Yes	12
Chu, Hsing-wei	Chair/Prof	PhD	Yes	34
Corder, Paul Ray	Professor	PhD	Yes	26
Fan, Xuejun	Professor	PhD	Yes	6

Li, Xian Chang	Assoc Prof	PhD	Yes	7
Srinivasan, Malur N.	Professor	PhD	Yes	25
Zhou, Jiang	Assoc Prof	PhD	Yes	10

## COLLEGE OF FINE ARTS & COMMUNICATION

### Department of Art

Carter, Keith	Professor	BBA	Yes	26
Dyrhaug, Kurt	Assoc Prof	MFA	Yes	15
Fedorchenko, Xenia	Assist Prof	MFA	Yes	8
Fischer, Julia	Instructor	MA	No	1
Meeks, Donna	Chair/Prof	MFA	Yes	19
Saunders, Sherry	Assist Prof	MS	Yes	2
Troutman, Christopher	Assist Prof	MFA	No	1
Thomas, Prince	Assoc Prof	MFA	Yes	16
Young, Megan	Assist Prof	MA	Yes	2

### Department of Communication

Collins, Mary Evelyn	Professor	PhD	Yes	5
Dubois, Mary	Instructor	MA	No	1
Hemenway, Paul	Professor	PhD	Yes	8
Michalski, Nicki	Assist Prof	MA	Yes	15
Roth, Lane	Assoc Prof	PhD	Yes	36
Scarduzio, Jennifer	Assist Prof	PhD	Yes	36
Stanley, O'Brien	Chair/Prof	MFA	Yes	17
Stanley, Ruth	Instructor	MS	No	6
Warren, Leslie	Instructor	MA	No	11
Yao, Qingjiang	Assist Prof	PhD	No	1

### Department of Deaf Studies and Deaf Education

Andrews, Jean	Chair/Prof	PhD	Yes	26
Gentry, Mary Anne	Assoc Prof	EdD	Yes	14
Gietz, Merrilee	Instructor	MS	Yes	6
Martin, Gabriel	Professor	PhD	Yes	25
Musyoka, Millicent	Assist Prof	MS	Yes	2
Smith, Zanthia	Assoc Prof	EdD	Yes	17

### Department of Music

Culbertson, Robert	Professor	DMA	Yes	40
Deppe, Scott	Assoc Prof/Dir. Bands	BFA	Yes	6
Ellis, Kim	Professor	DMA	Yes	24
Fife, Travis	Instructor	MA	No	5
Gilman, Kurt	Chair/Assoc Prof	DMA	Yes	28
Greschner, Debra	Instructor	MA	No	5
Han, James	Assist Prof	PhD	No	5
Ilban, Serdar	Assist Prof	PhD	No	3
Mizener, Charlotte	Assoc Prof	PhD	Yes	10
Peirce, Dwight	Instructor	MM	No	32
Proksch, Bryan	Assist Prof	PhD	No	1
Rissman, Maurice	Assoc Prof	DMA	Yes	16
Rollins, Donald	Instructor	MM	No	1
Shook, Brian	Assist Prof	PhD	No	5
Smith, Robin	Instructor	MM	No	1
Windham, Rebecca	Instructor	MM	No	1

### Department of Speech and Hearing Sciences

Dionne, Vickie	Assoc Prof	AuD	Yes	10
Harn, Monica	Chair/Assoc Prof	PhD	Yes	11
Howard, Connie	Assoc Prof	AuD	Yes	6
Meline, Timothy	Professor	PhD	Yes	8
Radhakrishnan, Nandhakumar	Assist Prof	PhD	Yes	2
Reading, Heather	Assist Prof	PhD	Yes	3
Watson, Gina	Instructor	MS	No	4

### Department of Theatre and Dance

Conley, Deena	Chair/Prof	PhD	Yes	1
Grothe, Joel	Assist Prof	MA	No	5
LeTraunik, Brian	Instructor	MFA	No	1
Ozmun, L. Michelle	Assist Prof	MFA	No	7

Wisor, Jeffrey	Assist Prof	MA	Yes	19
Wright, C. Golden	Assoc Prof	MFA	Yes	9

#### **CENTER FOR COLLEGE READINESS**

Boatwright, Kandice	Instructor	MEd	No	12
Carter, Ivalynn	Instructor	MEd	No	6
Dailey, Steven	Instructor	MEd	No	13
Karahouni, Ismail	Instructor	MS	No	25
Kemble, Joe David	Assist Prof	EdD	No	25
Riley, Melissa	Instructor	MS	No	10

#### **LIBRARY**

Arthur-Okor, Helen	Assist Prof	MLIS	No	4
Asteris, Mark	Assoc Prof	MLS	Yes	28
Clark, Penny	Assist Prof	MA	No	4
Doering, Carmen	Assoc Prof	MLS	No	7
Hefner-Babb, Theresa	Assoc Prof	MLIS	Yes	14
Nichols, Karen	Assist Prof	MLS	Yes	30
Nolen, Trina	Assist Prof	MLS	Yes	16
Saar, Michael	Assist Prof	MA	No	4
Tritsch, Jon	Assoc Prof	MLS	Yes	36
Tusa, Sarah	Assoc Prof	MLIS	Yes	27

### **ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES**

#### **ADDITIONS**

1. Beasley, Ben, Assistant Football Coach at \$64,000, effective January 27, 2014.
2. Ehinger, Kacie, Assistant Volleyball Coach at \$30,000, effective January 15, 2014.
3. McNeil, Vicki, Vice President of Student Engagement at an annual salary of \$167,000, effective June 16, 2014.

#### **ADDITION OF DUTIES**

1. Monroe, Vernice; Int. President Assistant Multicultural Issues, assuming additional duties of Interim Assistant Vice President for Student Engagement, at a 12-month rate of \$48,602, effective February 24, 2014.

#### **CHANGE OF DUTIES**

1. Price, George; from Interim Asst. VP of Student Engagement, to Men's Basketball Head Coach at \$110,000, effective February, 15, 2014.

#### **SEPARATION**

1. None

#### **RESIGNATION**

1. Dupuis, Letha; Assistant Director of Student Financial Assistance, effective February 12, 2014.

#### **RETIREMENT**

1. None

#### **PROMOTION**

1. McKenzie, Stephen, from Marketing Assistant – Athletics to Assistant Director Marketing/Promotions at \$30,000, effective January 15, 2014.

## LEAVE OF ABSENCE

1. Broussard, Willie; Associate Director of Academic Partnerships, return from FMLA effective December 16, 2013.

## RECLASSIFICATION

1. None

## SALARY CHANGE

1. None

## TERMINATION

1. Knight, Pat, Men's Basketball Head Coach, effective February 15, 2014.

## COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS

1. Marcus Arriola, effective March 1, 2014
2. Demond Ray Janise, effective March 1, 2014
3. Ashley N. Lapeyrolerie, effective March 1, 2014
4. Kevin J. Lindenschmidt, effective March 1, 2014
5. Jose Manuel Trevino, effective March 1, 2014

## RE-EMPLOYMENT OF ADMINISTRATIVE AND NON-CLASSIFIED PERSONNEL, 2014-2015

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years at LU</u>
<u>President and Executive Staff</u>				
Evans, Kenneth R.	President	Ph.D.		1
Doblin, Stephen	Provost	Ph.D.	Yes	13
Fitzpatrick, Oney	Associate Provost Student Retention	Ph.D.	Yes	23
Henderson, Jason	Interim Athletic Director	M.B.A.	No	8
Kelleher, Peter	Assoc. Provost Research & Sponsored Programs	Ph.D.	No	1
Melvin, Cruse	VP for Finance and Operations VP for University Advancement	Ph.D.	Yes	28
Parsons, Priscilla	Assoc. VP for Information Systems/CIO	B.S.	No	23
Smith, Kevin B.	Senior Associate Provost	Ph.D.	Yes	33
<u>Academic Affairs - Deans and Associate Deans</u>				
Harn, William	Dean/Prof, Graduate Studies	Ph.D.	Yes	11
Holmes, William	Assoc Dean/Prof/College ED&HD	Ph.D.	Yes	20
Lowery-Moore, Hollis	Dean/Prof/College of ED&HD	Ed.D.	Yes	10
Nichols, Brenda	Dean/Prof, College of Arts & Sciences	DNS	Yes	13
Nordgren, Joe	Assoc Dean/Prof, College of Arts & Sciences	Ph.D.	Yes	24
Schultz, Russ	Dean/Prof, College of Fine Arts & Communications	D.M.A.	Yes	16
Venta, Enrique	Dean/Prof, College of Business	Ph.D.	Yes	12
Zaloom, Victor	Assoc Dean, College of Engineering; Prof/Interim Dean, College of Engineering	Ph.D.	Yes	32

## Academic Affairs – Directors

Balentine, Byron	KVLU Station Manager	B.S.	No	33
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Bartlett, Daniel	Dir, Undergraduate Advisement Center	Ph.D.	No	12
Baur, Christopher	Assoc. Director, Financial Aid	M.B.A.	No	7
Benoit, Sherry	Assoc VP, Strategic Enrollment Management	Ed.D.	No	4
Brent, Katrina	Senior Director, Engineering Outreach & Student Services	M.B.A.	No	7
Broussard, Willie	Assoc. Director, Higher Ed Partnership	M.B.A.	No	14
Buser, Steve	Dir, SE TX P16 Council, Div of Continuing Education	B.A.	No	4
Cano, Maggie	Director of Recruitment	B.A.	No	5
Carroll, David	Director of Library Services	M.L.S.	Yes	40
Comeaux, Tammy	Assistant Director, Superintendent Academy	N/A	No	4
Coughlan, Andy	Director of Publications, Univ. Press	M.A.	No	19
Daniel, Susan	Assoc. Director, Undergraduate Advisement Center	M.S.	No	11
Dishman, Melanie	KVLU Station Manager, Advancement	B.S.	No	25
Davis, Nancy Gail	Dir, Contracts & Grants & Proposal Administration	B.B.A.	No	31
Dodson, Kevin	Interim Dean/Professor, Honors Program	Ph.D.	Yes	23
Dyson, Jeff	Director, M.B.A. Program	M.B.A.	No	6
Elwell, Joseph	KVLU Music Director	B.S.	No	28
Farrow, Vicky	Executive Director, Planning and Assessment	Ph.D.	Yes	16
Fontenot, Brandie	Asst Dir Division of Distance Learning, Higher ED Partnership	B.A.A.S.	No	11
Gallien, Melissa	Director, Admissions	MEd	No	25
Hudler, Melissa	Director, QEP	M.A.	No	16
Hunter, Robert	Dir, Student Support	B.A.	No	25
Husband, Carl	Director of Records and Registration	M.S.	No	5
Jarrell, Johnny	Director, Distance Education	M.Ed.	No	8
Jiang, Michael	Director, International Student Services & Recruitment	M.S.	No	1
Latimer, Robin	Director, Student Services – AP	Ed.D.	No	1
Latiolais, Paul	Rogers Dir of IES	M.B.A.	No	3
McCrary, Steven	Director, Reese Construction Mgt	Ph.D.	Yes	5
Marsh, Greg	Director, Institutional Research and Reporting	Ed.D.	No	17
Matthews, Tom	Director, Assessment	Ph.D.	No	8
Mayer, Deidra	Director of Engineering Marketing	M.Ed.	No	5
Medley, Daniella	Director, McNair Scholars	M.A.	No	9
Mixon, Jason	Asst Prof/Dir of Online Doctoral/ED Leadership	Ph.D.	No	4
Morris, Frances	Dir, Academic Advising for General Studies & B.A.A.S	B.B.A.	No	18
Mulcahy, David	Dir, Small Business Dev Center	M.B.A.	No	6
Mulvaney, Toni	Director, Accreditation & Assessment	J.D.	Yes	24
Nichols, Paula	Executive Director-Distance Learning, Higher ED Partnership	Ed.D.	Yes	26
Osborne, Mark	Dir Spindletop-Gladys Boomtown, Gladys City Museum	B.S.	No	2
Price, Barbara	Assistant Registrar	J.D.	No	12
Ravey, Jennifer	Director, Writing Center	M.A.	No	6
Rowley, Jill	Director, Financial Aid	B.S.	No	32
Rush, James C	Director Academic Services	M.Ed.	No	38
Rutman, Dan	MIC Director Marketing Research Chemist	M.S.	No	8
Shoefstall, Sherri	Director STARS	Ed.D.	No	10
Short, David	Registrar	B.S.	No	12
Stephenson, Andrea	Director, Student Support Services	M.S.	No	13
Stewart, Arthur	Director, Center for Philosophical Studies/Assoc. Prof, Arts & Sciences	Ph.D.	Yes	27

Stevenson, Scott	Assistant Director TALH	M.A.	No	13
Stuberfield, Ted	Director, TALH	Ed.D.	No	2
Swerdlow, Marleen	Director, General Business Programs	J.D.	Yes	29
Taylor, Samantha	Assistant Director, Admissions	B.A.	No	11
Thomas, Angela	Interim Director, Career & Testing	B.B.A.	No	1
Thompson, Bob	Director, Superintendent Academy/Prof, EDLD	Ph.D.	No	28
Tyson, Haley	Asst Director, Career & Testing	B.G.S.	No	7
Walker, Natasha	Director, Records – AP	B.A.A.S.	No	10
Zani, Steve	Director, Faculty Development Center	Ph.D.	Yes	14
Zhang, Xiansheng	Assoc. Director, International Student Services	M.A.	No	1

### Athletics

Bailey, Carey	Football Assistant Coach	B.A.	No	2
Barbay, Kevin	Football Assistant Coach	M.S.	No	1
Beasley, Ben	Football Assistant Coach	B.Ed.	No	2 mos
Bradley, William	Football Assistant Coach/Defensive Coord		No	2
Broussard, Jeanne	Coordinator of Corporate Sales	A.A.S.	No	2
Brown, James	Football Asst. Offensive Coach	B.A.	No	5
Bruder, Holly	Softball Head Coach	M.Ed.	No	2
Burges, Clint	Video Coordinator	B.A.	No	5
Cervantes, Orlando	Women's Soccer Head Coach	M.S.	No	1
Clark, Warren	Men's/Women's Track Head Coach	M.S.	No	19
Cogan, Chris	Women's Soccer Assistant Coach	M.S.	No	1
Crizer, Daucy	Asst. Athletic Director for Business	M.Ed.	No	17
Dixon, James	Asst. AD Media Relations	B.S.	No	7 mos
Edwards, Alan	Women's Volleyball Head Coach	B.S.	No	3 mos
Ehinger, Kacie	Women's Volleyball Assistant Coach	M.Ed.	No	1 mo
Gauson, Darren	Men's/Women's Track Asst Coach	M.Ed.	No	1
Gilligan, James	Baseball Head Coach	B.S.	Yes	40
Harmony, Robin	Women's Basketball Head Coach	M.S.	No	9 mos
Hatten, Scott	Baseball Assistant Coach	M.S.	No	12
Helson, Russell	Men's/Women's Golf Assistant Coach	B.S.CS.	No	2
Henderson, Jason	Athletic Director	M.B.A.	No	7
Holmes, Kermit	Men's Basketball Director of Operations	B.A.	No	9
Honkofsky, Allison	Softball Assistant Coach	M.C.	No	2
Kueck, Larry	Football Assistant Coach	M.Ed	No	2
Langston, Chuck	Football Assistant Coach	M.S.	No	2
McGallion, Craig	Football Assistant Coach	B.A.	No	5
McKenzie, Stephen	Asst. Director Marketing and Promotions	B.S.	No	1
Miller, Joshua	Strength and Conditioning Coordinator	M.S.	No	4
Prestwood, Clyde	Compliance Director	M.S.	No	4 mos
Price, George	Men's Basketball Head Coach	B.S	No	4
Ramsey, Brett	Football Director of Operations	M.S.	No	9 mos
Ricklefsen, James	Baseball Assistant Coach	B.S.	No	13
Schneider, Randy	Women's Basketball Asst. Coach	B.Ed.	No	8 mos
Shankles, Scott	Men's Tennis Head Coach	B.A.	No	3
Thill, Helene	Associate Athletic Director/SWA	M.S.J.A..	No	12
Vadopalaite, Sunny	Women's Basketball Assistant Coach	B.B.A.	No	3
Van Zile, Troy	Asst. Athletic Director for Development	M.S.	No	3 mos
Wagers, Scott	Men's Basketball Assistant Coach	B.S.	No	8 mos
Walker, Alesha	Men's/Women's Track Asst. Coach	B.S.	No	4 mos
Walker, Candace	Women's Basketball Assistant Coach	M.S.	No	8 mos
White, Brian	Men's/Women's Golf Head Coach	B.S.	No	11
Wilkerson, Sherron	Men's Basketball Assistant Coach	B.A.	No	1
Wong, David	Women's Tennis Head Coach	B.A.	No	12
Woodard, Raymond	Football Head Coach	M.Ed.	No	4
Yonker, Joshua	Head Athletic Trainer & Lecturer	M.S.	No	6

## Finance & Operations

Baker, Twila	Interim Assoc. VP for Finance/Controller	B.B.A.	No	19
Brown, Cynthia	Director of Contracts & Grants	B.B.A.	No	18
Callahan, Arthur	Director of Campus Services	B.S.	No	18
Douglas, Charlotte	Registered Nurse	R.N.	No	7
Dover, Nancy Danette	Nurse Practitioner	M.S.N.	No	8
Echols, Margaret Sue	Counselor	M.A.	No	19
Ellis, Karen	Nurse Practitioner	M.S.N.	No	5
Foreman, Diane	Asst. Director, Student Health Center	R.N.	No	27
Fregia, Bertha	Assoc. VP of Human Resources	B.A.	No	8
Gates, Bill	Director of Purchasing & HUB Coord.	B.S.	No	
Goodrich, Jason	Chief of Police	M.A.	No	2
Gray, Shawn	Director, Student Health Center	M.S.N.	No	11
Ksaizek, Cynthia	Counselor	L.C.S.W.	No	14
Quebedeaux, Donna	Director of Cash Management	B.B.A.	No	31
Robert, E. Renee	Nurse Practitioner	M.S.N.	No	12
Ruland, Michael	Assoc. VP for Facilities	B.A.A.S.	No	9 mos
Russell, Mary Katherine	Human Resources Manager	B.B.A.	No	14
Shang, Shaw	Director of Payroll	B.S.	No	28
Sims, Spencer	Director of Finance	B.B.A.	No	13
Thibodeaux, Diane J.	Assistant VP for Administration	B.B.A.	No	35
Whorton, F. Lynn	Director of Facilities Planning		No	14

## Information Technology

Conley, Tom	Senior Director, Project Management	B.S.	No	5
Genuardi, John	Director of Customer Support & Svcs	B.S.	No	28
Lack, Dale	Senior Director of Enterprise Services	B.B.A.	No	4
Richter, Shellie	Senior Director of Enterprise Systems	B.S.	No	29
Stewart, Patrick	Director of Infrastructure Services	B.B.A.	No	12
Varadaraj, Srinivas	Director of Security Services	M.S.	No	10

## Student Engagement

Bellard, Norman	Senior Associate VP, Residence Life/Judicial Officer	B.B.A.	No	14
Black, Valarie	Director, Setzer Student Center	M.Ed.	No	20
Crayton, Baraka	Dir. Of Residence Life	B.A.	No	8
Earls, Christopher "Bo"	Assoc. Dir of Programs, Rec Sports	M.S.	No	4 mos
Garrett III, David	Assoc. Dir of Operations, Rec Sports	B.S.	No	6
Huddleston, Claude	Asst Director, Residence Life	M.A.	No	2
Monroe, Vernice	Interim Asst. VP for Student Engagement	M.S.W.	Yes	44
Parra, Cynthia	Interim Asst. Director, Student Dev & Leadership	B.A.	No	7
Simpson, Artha	Director of Recreational Sports	M.S.	No	15
Simpson, Teresa	Interim Director, Student Dev & Leadership	M.Ed.	No	9
Wilkinson, Michael	Assoc. Director, Setzer Student Center	M.Ed.	No	2

## University Advancement

Acker, Larry	Assistant Director of Public Relations	Ed.D.	No	7
Copeland, Shannon	Director of Advancement Services	M.B.A.	No	9
Craig, Tracie	Director of University Reception Center	B.S.E.	No	5
Haynes, Stacey	University Web Editor, Web Communications		No	13
Hicks, Cynthia	Publications Specialist	M.A.	No	22
LeBlanc, Linda	Director of Alumni Affairs	B.S.	No	10
McDermand, Susie	Development Research Analyst		No	9
McLemore, Daniel	Marketing Specialist	B.S.	No	1 mo
McSpadden, Floyd	Director of Planned Giving	J.D.	No	4

Osborne, Mark	Director of Gladys City	M.A.	No	2
Pate, Charla	Univ.Web Editor, Web Communications	M.S.	No	15
Ritchel, Laurie	Director of Development	B.B.A.	No	10
Salter, Denise	Development Coordinator	B.B.A.	No	13
Sattler, Brian	Director of Public Relations	M.A.	No	16
Tran, Thanh	Business Analyst Sr.	M.I.S.	No	11
Young, Kristie	Associate Director of Development	B.A.	No	8 mos
Zabala, Juan	Assoc VP for University Advancement	B.B.A.	No	10

# Sam Houston State University

## FACULTY PERSONNEL CHANGES

### RESIGNATION

1. Colmenares, Angela, Assistant Professor, Newton Gresham Library, effective February 28, 2014.

### RETIREMENTS

1. Grayless, Gloria, Lecturer, Accounting, effective May 31, 2014.
2. Ketchand, Alice, Professor, Accounting, effective August 31, 2014.
3. Lentz, Corliss, Associate Professor, Political Science, effective August 31, 2014.
4. Quarles, Margaret, Lecturer, Accounting, effective May 31, 2014.

### DEATH

1. Ashorn, Leroy, Lecturer, Finance, effective March 11, 2014.

### LEAVE OF ABSENCE WITHOUT PAY

1. Bullion, Alisha, Lecturer-Pool, Agricultural and Industrial Sciences, effective for the Spring 2014 semester.

### PROMOTION TO ASSOCIATE PROFESSOR WITH TENURE

1. Avery, Laura, Associate Professor, Theatre and Musical Theatre, effective September 1, 2014.
2. Bucheli, Sybil, Associate Professor, Biological Sciences, effective September 1, 2014.
3. Cho, Hyuk, Associate Professor, Computer Science, effective September 1, 2014.
4. Choudhary, Madhusudan, Associate Professor, Biological Sciences, effective September 1, 2014.
5. Cox, Donna, Associate Professor, Language, Literacy and Special Populations, effective September 1, 2014.
6. Crosby, James, Associate Professor, Psychology and Philosophy, effective September 1, 2014.
7. Didier, Jennifer, Associate Professor, Health and Kinesiology, effective September 1, 2014.
8. Franklin, Cortney, Associate Professor, Criminal Justice and Criminology, effective September 1, 2014.
9. Franklin, Travis, Associate Professor, Criminal Justice and Criminology, effective September 1, 2014.
10. Haines, Donovan, Associate Professor, Chemistry, effective September 1, 2014.
11. Hatanaka, Maki, Associate Professor, Sociology, effective September 1, 2014.
12. Hay, Damon, Associate Professor, Mathematics and Statistics, effective September 1, 2014.
13. Heath, Charles, Associate Professor, History, effective September 1, 2014.
14. Hynes, James, Associate Professor, Curriculum and Instruction, effective September 1, 2014.
15. Johnson, Steve, Associate Professor, General Business and Finance, effective September 1, 2014.
16. Lynne, Aaron, Associate Professor, Biological Sciences, effective September 1, 2014.
17. Malandro, Martin, Associate Professor, Mathematics and Statistics, effective September 1, 2014.
18. Maninger, Robert, Associate Professor, Curriculum and Instruction, effective September 1, 2014.
19. Martinez, Michelle, Associate Professor, Newton Gresham Library, effective September 1, 2014.
20. Martinez-Garcia, Cynthia, Associate Professor, Educational Leadership and Counseling, effective September 1, 2014.

21. Miller, Scott, Associate Professor, Physics, effective September 1, 2014.
22. Noble, Andrew, Associate Professor, Dance, effective September 1, 2014.
23. Nobles, Matthew, Associate Professor, Criminal Justice and Criminology, effective September 1, 2014.
24. Robertson, Tommy, Associate Professor, General Business and Finance, effective September 1, 2014.
25. Rus-Edery, Ilonka, Associate Professor, Music, effective September 1, 2014.
26. Shannon, Li-Jen, Associate Professor, Computer Science, effective September 1, 2014.
27. Varela, Jorge, Associate Professor, Psychology and Philosophy, effective September 1, 2014.
28. Williams, Joan, Associate Professor, Language, Literacy and Special Populations, effective September 1, 2014.
29. Yildiz, Faruk, Associate Professor, Agricultural and Industrial Sciences, effective September 1, 2014.

### **PROMOTION TO FULL PROFESSOR**

1. Armstrong, Todd, Professor, Criminal Justice and Criminology, effective September 1, 2014.
2. Bell, Kimberly, Professor, English, effective September 1, 2014.
3. Bouffard, Jeffrey, Professor, Criminal Justice and Criminology, effective September 1, 2014.
4. Daigle, Ronald, Professor, Accounting, effective September 1, 2014.
5. Henriksen, Richard, Professor, Educational Leadership and Counseling, effective September 1, 2014.
6. Hill, Darci, Professor, English, effective September 1, 2014.
7. Kavanaugh, Joseph, Professor, Management and Marketing, effective September 1, 2014.
8. Lilly, Juliana, Professor, Management and Marketing, effective September 1, 2014.
9. Nabors, Diana, Professor, Language, Literacy and Special Populations, effective September 1, 2014.
10. Petrikovics, Ilona, Professor, Chemistry, effective September 1, 2014.
11. Polnick, Barbara, Professor, Educational Leadership and Counseling, effective September 1, 2014.
12. Rice, Marilyn, Professor, Curriculum and Instruction, effective September 1, 2014.
13. Sanford, Glenn, Professor, Psychology and Philosophy, effective September 1, 2014.

### **TENURE**

1. Greybeck, Barbara, Associate Professor, Language, Literacy and Special Populations, effective September 1, 2014.

## FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION						
R Baker, Jerrine G.	M.B.A.	Lect.-Pool	Mngt. & Marketing	0.50	6,408	S2014
N Dai, Bo	Ph.D.	Lect.-Pool	Mngt. & Marketing	0.25	4,500	S2014
N Jones, Jr., Robert	Ph.D.	Lect.-Pool	Mngt. & Marketing	0.25	3,600	S2014
R McFarland, Joanie	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,308	S2014
COLLEGE OF CRIMINAL JUSTICE						
R Barber, David M.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
N Benton, Jacqueline	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Betts, Catherine F.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Bowen, Lisa C.	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2014
R Brady-Mellon, M.	M.S.	Lect.-Pool	Forensic Science	0.25	3,006	S2014
R Breaux, Mary M.	M.A.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Bull, Mark A.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Cox, Brian A.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Denham, Mark V.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Ferguson, Michael	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Frels, Jack C.	J.D.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Garcia, Mitchell L.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Garrett, Gerald L.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Gollmitzer, William	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Houston, David B.	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	S2014
R Humphrey, Billy S.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Hurst, Lane A.	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2014
N King, Darla R.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Krumpholz, Lindsey	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Kukua, Diana O.	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2014
R Livingston, Jr., R.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
N Lovestock, Ian S.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Lunsford, Kevin P.	B.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Mabry, James E.	M.A.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Ortiz, Madeline M.	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Owens, Rissie A.	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Porto, Joseph A.	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R Price, Rebecca A.	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R Ryan, Melissa J.	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014

R	Sanchez, Andrea	M.S.W.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R	Schiro, Bennie L.	J.D.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R	Sibila, Deborah A.	M.P.A.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
N	Stovall, Jr., Jerry	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R	Stroud, Stephanie	J.D.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R	Tabenanika, C.	M.A.	Lect.-Pool	Criminal Justice	0.75	9,018	S2014
R	Templeton, Melissa	M.A.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R	Warren, Thomas	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2014
R	Watson, Daniel W.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014
R	Williamson, Bridget	M.A.	Lect.-Pool	Criminal Justice	1.00	12,024	S2014
R	Wilson, Brent Y.	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2014

#### COLLEGE OF EDUCATION

R	Ainsworth, Tina B.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Akay, Sinem	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Allen, Elizabeth L.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2014
R	Allen, Robert S.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Anderson, Glynda	M.Ed.	Lect.-Pool	Curr. & Instr.	0.45	4,431	S2014
N	Ane, Pedra	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Ansley, Denise	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Aucoin, Jennifer M.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Bajza, Susan I.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Bethel, Jana W.	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2014
R	Bordelon, Rachel	Ph.D.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2014
N	Borg, Susan K.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Boyster, Dennis G.	M.A.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Brady, Carole A.	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2014
R	Branch, Sabine M.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.34	3,348	S2014
R	Calfee, Lynette	M.Ed.	Lect.-Pool	Curr. & Instr.	0.29	2,538	S2014
N	Campbell, James	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
N	Cannon, Jackye B.	Ed.D.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2014
R	Causey, Mary C.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Chapman, William	Ed.D.	Lect.-Pool	Curr. & Instr.	0.54	5,317	S2014
R	Clark, Cindy L.	M.S.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	9,846	S2014
N	Collier, Crystal A.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Cope, Jr., Robert	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	5,603	S2014
R	Crews, Linda L.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
R	Dalton, Kathleen	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	6,003	S2014
R	Dauzat, Jodine L.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	DeFrance, Emily A.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Dial, Sonya R.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014



R	Earls, Elaine L.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Fanning, Lily S.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2014
N	Fishburn, Catherine	M.Ed.	Lect.-Pool	Curr. & Instr.	0.20	1,750	S2014
R	Fitzgerald, Evelyne	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Forester, Tiffany D.	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	S2014
R	Fountain, Joanna	Ph.D.	Lect.-Pool	Library Science	0.25	2,462	S2014
N	Garcia, Lori A.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2014
R	Goodwin, Truman	M.Ed.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2014
N	Goyette, Diane T.	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2014
R	Haas, Lory E.	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	20,007	S2014
R	Hail, Darol W.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	5,603	S2014
N	Hammons, C.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2014
R	Hargrove, Malisa	M.Ed.	Lect.-Pool	Curr. & Instr.	0.20	1,750	S2014
R	Harris-Russell, C.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Hastings, Robert F.	M.A.	Lect.-Pool	Curr. & Instr.	0.33	2,888	S2014
R	Head, Stephen C.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Hemmen, Janene	M.Ed.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Henderson, David	Ed.D.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
R	Hersperger, Susan	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Hilberth, Michele	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Hood, Gary K.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.75	8,404	S2014
R	Horton, Robert W.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Hubbard, Karen B.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Hudson, Janice M.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Ickes, Caroline J.	Ed.D.	Lect.-Pool	Curr. & Instr.	0.17	1,674	S2014
R	Jett, Walter P.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2014
R	Johnson, M. Eren	Ed.D.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
R	Jones, Carolyn D.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
R	Jones, Joan C.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	S2014
R	Kamman, Eldred K.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2014
R	Kennair, Glenda M.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2014
R	King, Carolyn S.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
N	King, Stephanie J.	M.S.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Kinsworthy, Sarah	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Kohn, Lawrence Y.	Ed.D.	Lect.-Pool	Curr. & Instr.	0.50	4,923	S2014
R	Kossie, Calvin E.	M.S.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Kwiatek, Renee B.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Lebo, Merri L.	M.S.Ed.	Lect.-Pool	Curr. & Instr.	0.41	3,588	S2014
R	Lobo-Guerrero, C.	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	20,007	S2014
R	McDonald, Lelia K.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	McIntush, Karen E.	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	S2014
R	Meeker, Steven D.	Ed.D.	Lect.-Pool	Curr. & Instr.	0.50	4,923	S2014
R	Moehlman, John E.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.54	4,726	S2014
N	Montelongo, R.	Ph.D.	Asst. Prof.	Ed. Lead.&Couns.	1.00	55,008	S2014

R	Moore, Donna G.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.16	1,400	S2014
R	Moore, J. Carolyn	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2014
R	Nardone, Albert J.	Ph.D.	Lect.-Pool	Curr. & Instr.	0.41	3,588	S2014
R	Nowlin, William E.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
N	Ogletree, Quinita	Ph.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Perzan-Wooderson, M	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	5,603	S2014
R	Peterson, Rachel	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2014
R	Pinto, Prasopsuk	M.S.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.75	7,385	S2014
R	Polonyi, Monica A.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Ptomey, Sara K.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Ray, Janet L.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Richardson, R.	Ph.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Rodriguez, R.	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,801	S2014
R	Rodriguez-Almendarez, R	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Schott, Sally M.	M.M.Ed.	Lect.-Pool	Curr. & Instr.	0.12	1,050	S2014
R	Sheppard, Deana	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Simmons, Midge	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Sinclair, Kimberly	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2014
R	Singer, Erin A.	M.S.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2014
R	Skeen, Christel L.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2014
R	Smedley, Linda	M.S.	Lect.-Pool	Curr. & Instr.	0.25	2,188	S2014
R	Solmonson, Le'Ann	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,801	S2014
R	Solomon, Jan	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2014
R	Srinivasan, S.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Swicegood, Sarah	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	20,007	S2014
R	Taliaferro, Lynda J.	M.L.S.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2014
N	Tandon, Madhulika	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2014
R	Thompson, Jamie	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	S2014
R	Upshaw, Dexter B.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.08	700	S2014
R	Vijil, Veronica	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.50	4,923	S2014
R	Voltz, Teressa J.	Ed.D.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
R	Watts, Cheryl M.	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	S2014
R	Webb, Michael A.	Ph.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,801	S2014
R	Wienecke, Keith R.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2014
N	Wiesner, Victor V.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Wilder, Kameron	M.A.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2014
N	Williams, John S.	Ed.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014
R	Williams, Martha D.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	S2014
R	Wilson, Alena C.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Po	0.25	2,462	S2014
R	Wilson, Lillie B.	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Wilson, Melody A.	Ph.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Wilson, Tara D.	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2014
R	Yarbrough, Patricia	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2014
R	Zoda, Pamela F.	Ph.D.	Lect.-Pool	Ed. Lead.&Couns.	0.25	2,462	S2014

R	Zuehlke, Janis S.	Ph.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.75	7,385	S2014
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COLLEGE OF FINE ARTS AND MASS COMMUNICATION

R	Chiranus, Tiberiu	M.M.	Lect.-Pool	Music	0.63	7,564	S2014
R	Dunham, Deborah	M.F.A.	Lect.-Spec.	Music	0.25	2,502	S2014
R	Englert, David J.	M.M.	Lect.-Pool	Music	0.75	9,005	S2014
R	Eschenfelder, C.	M.A.	Lect.-Pool	Mass Comm.	0.50	4,437	S2014
N	Fanning-Simmons, B.	M.F.A.	Lect.-Pool	Art	0.25	3,501	S2014
N	Garrison, Ericca H.	M.F.A.	Lect.-Pool	Art	0.25	3,501	S2014
N	Jackson, Jenna L.	B.S.	Lect.-Pool	Mass Comm.	0.50	6,003	S2014
R	Krystyniak, Franklin	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	S2014
R	Lee, Karen A.	J.D.	Lect.-Pool	Mass Comm.	1.00	12,006	S2014
N	Leydon, Joseph P.	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	S2014
R	Logan, Philip B.	M.F.A.	Lect.-Pool	Mass Comm.	0.75	9,005	S2014
R	McCroskey, John		Lect.-Spec.	Music	0.25	2,502	S2014
R	Meador, Charlotte	M.A.	Lect.-Pool	Mass Comm.	0.75	9,005	S2014
R	Thetford, Brittany	M.F.A.	Lect.-Pool	Dance	0.50	6,003	S2014
R	Warkentin, Stephen	M.M.	Lect.-Spec.	Music	0.81	9,725	S2014
R	White, Dawson L.	M.M.	Lect.-Spec.	Music	0.70	8,404	S2014

COLLEGE OF HEALTH SCIENCES

R	Boaz, Eileen M.	M.A.	Lect.-Pool	Health & Kines.	0.50	4,923	S2014
R	Collier, Charlotte	M.S.	Lect.-Pool	Health & Kines.	0.75	8,377	S2014
R	Dougherty, Laura	M.S.	Lect.-Pool	Health & Kines.	1.00	9,846	S2014
R	Gray, Devon D.	M.A.	Lect.-Pool	Health & Kines.	1.00	9,846	S2014
N	Hale, Teresa L.	M.S.N.	Lect.-Pool	Nursing	0.83	10,271	S2014
R	Ivie, Lacey K.	M.A.	Lect.-Pool	Health & Kines.	1.00	9,846	S2014
R	Jefferson, Margaret	M.S.N.	Lect.-Pool	Nursing	0.25	2,462	S2014
R	Jeter, Steven W.	M.A.	Lect.-Pool	Health & Kines.	0.50	4,923	S2014
R	Langelier, Adrienne	M.A.	Lect.-Pool	Health & Kines.	0.50	4,923	S2014
R	Le Norman, Dustin	M.S.	Lect.-Pool	Health & Kines.	0.38	3,741	S2014
N	Moore, Marianne	M.S.N.	Asst. Prof.	Nursing	1.00	70,002	S2014
N	Morris, Forstine	M.S.N.	Lect.-Pool	Nursing	0.50	5,625	S2014
R	Ocker, Liette B.	Ph.D.	Lect.-Pool	Health & Kines.	0.75	14,101	S2014
R	Oden, Simmie M.	M.A.	Lect.-Pool	Health & Kines.	1.00	9,846	S2014
R	Sandlin, Judy R.	Ph.D.	Lect.-Pool	Health & Kines.	0.75	7,385	S2014

R	Stone, Susie E.	M.A.	Lect.-Pool	Health & Kines.	1.00	16,506	S2014
R	Wallace, Courtney	M.A.	Lect.-Pool	Health & Kines.	1.00	10,134	S2014
R	Walton, Randall K.	M.S.	Lect.-Pool	Health & Kines.	0.75	7,385	S2014
R	Ward, Kevin L.	B.B.A.	Lect.-Pool	Health & Kines.	0.25	2,462	S2014
R	Wilcox-Pereira, R.	M.A.	Lect.-Pool	Health & Kines.	1.00	9,846	S2014

COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

R	Abernathy, Carlton	M.A.	Lect.-Pool	Comm. Studies	0.50	6,003	S2014
R	Baker, Caleb L.	M.A.	Lect.-Pool	Foreign Lang.	1.00	12,006	S2014
R	Biles, John W.	Ph.D.	Lect.-Pool	History	0.25	3,002	S2014
N	Bone, Linda S.	M.Ed.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	S2014
R	Boyd, Denise R.	Ed.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Brady, Micki L.	M.A.	Lect.-Pool	History	0.75	9,005	S2014
R	Brown, Crystal G.	M.A.	Lect.-Pool	Sociology	1.00	12,006	S2014
R	Chabot, Bruce G.	Ph.D.	Lect.-Pool	English	1.00	12,006	S2014
R	Darvishian, Danelle	M.A.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Davis, Ronald L.	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Fenley, Ryan N.	M.H.M.	Lect.-Pool	Fam. & Con. Sci.	0.50	6,003	S2014
R	Ferguson, III, W.	M.A.	Lect.-Pool	History	0.75	9,005	S2014
R	Gaa, John P.	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Gallien, Terold D.	M.S.	Lect.-Pool	Foreign Lang.	1.00	12,816	S2014
R	Gallo, Joseph R.	Ph.D.	Lect.-Pool	Sociology	1.00	12,006	S2014
R	Gongora, Jennifer	M.A.	Lect.-Pool	Foreign Lang.	1.00	12,006	S2014
R	Griggs, Harriet H.	Ph.D.	Lect.-Pool	Fam. & Con. Sci.	0.75	9,005	S2014
N	Hill, Candice L.	M.S.	Lect.-Pool	Sociology	0.50	6,003	S2014
R	Holmberg, Joseph	M.S.	Lect.-Pool	Foreign Lang.	1.00	12,816	S2014
R	Lanthorn, Thomas	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	S2014
R	Love, Tony P.	Ph.D.	Lect.-Pool	Sociology	0.50	6,003	S2014
R	Luu, Phuc	M.A.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	S2014
R	Magee, Joseph M.	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	S2014
R	Martin, Jennifer A.	M.A.	Lect.-Pool	Foreign Lang.	0.50	6,003	S2014
R	McCoy, Kristine I.	M.A.	Lect.-Pool	History	1.00	12,006	S2014
N	Meiners, Michael	M.A.	Lect.-Pool	English	1.00	12,006	S2014
R	Meyers, Penelope	M.A.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	S2014
N	Nelson, Karen L.	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Pappas, Lee M.	M.A.	Lect.-Pool	History	1.00	12,006	S2014
R	Payne, Christine R.	M.Ed.	Lect.-Pool	Foreign Lang.	1.00	14,004	S2014
R	Plemons, April M.	M.S.	Lect.-Pool	Sociology	1.00	12,006	S2014
R	Powell, Audrey B.	Ph.D.	Lect.-Pool	Foreign Lang.	0.50	6,003	S2014
N	Ramsay, Patricia	M.F.A.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	S2014

N	Reiter, Elizabeth	M.A.	Post-DocFel	Sociology	1.00	30,006	S2014
R	Renteria, Ray S.	M.A.	Lect.-Pool	Foreign Lang.	1.00	14,004	S2014
R	Robinson, C.	M.A.	Lect.-Pool	Sociology	0.75	9,005	S2014
R	Sanchez, Reuben	Ph.D.	Lect.-Pool	English	0.75	10,503	S2014
N	Sanders, Andrew	Ph.D.	Lect.-Pool	History	0.75	9,005	S2014
R	Seaberg, Bradley	M.A.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	S2014
N	Slovin, Brian L.	Ph.D.	Lect.-Pool	English	0.50	6,003	S2014
R	Smith, Carol M.	M.A.	Lect.-Pool	Fam. & Con. Sci.	0.25	3,002	S2014
R	Spies-Upton, S.	M.A.	Lect.-Pool	Psy. & Philosophy	1.00	12,006	S2014
R	Tackett-Gibson, M.	Ph.D.	Lect.-Pool	Sociology	1.00	12,006	S2014
R	Townsend, K.	M.S.	Lect.-Pool	Fam. & Con. Sci.	0.75	9,005	S2014
R	Tritico, Robert B.	M.A.	Lect.-Pool	History	1.00	12,006	S2014
R	Webber, Laura A.	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2014
R	Zahrawi, Samar M.	Ph.D.	Lect.-Pool	Foreign Lang.	1.00	20,007	S2014

#### COLLEGE OF SCIENCES

R	Adornato, Joseph	M.A.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Albert, Julie N.	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
N	Dixit, Manish K.	Ph.D.	Asst. Prof.	Ag. & Indus. Sci.	1.00	61,506	S2014
R	Fritsch, Sarah J.	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Fujimoto-Strait, Ava	M.A.	Lect.-Pool	Geog. & Geology	1.00	12,006	S2014
N	Gary, Kaitlen P.	M.S.	Lect.-Pool	Biological Sci.	0.40	4,802	S2014
R	Gerren, Sally S.	Ph.D.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Harbison, Paul E.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Hudgeons, Cheri L.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	13,005	S2014
R	Lockwood, Cathy	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
N	Mardock, Mallory	M.S.	Lect.-Pool	Biological Sci.	1.00	12,006	S2014
R	Mikishev, Alexander	Ph.D.	Lect.-Pool	Physics	0.75	9,005	S2014
R	Osmeyer, Jr., D.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Potkah, Gerald B.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	15,003	S2014
R	Rickord, Lisa D.	B.A.	Lect.-Pool	Mth. & Statistics	0.50	5,004	S2014
N	Rush, Richard N.	M.S.	Lect.-Pool	Ag. & Indus. Sci.	0.25	2,502	S2014
R	Sczech, Mary B.	M.A.	Lect.-Pool	Mth. & Statistics	0.50	5,004	S2014
R	Selensky-Lehman, K.	M.S.	Lect.-Pool	Mth. & Statistics	0.25	2,502	S2014
R	Trahan, Cheramie	M.S.	Lect.-Pool	Biological Sci.	0.25	3,002	S2014
R	Wright, Casandra	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014
R	Young, Margaret S.	M.Ed.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2014

**Nominations for Re-employment of Faculty for 2014-2015**

<b>MO</b>	<b>DEPARTMENT, NAME AND TITLE</b>	<b>DEGREE</b>	<b>SHSU EXP</b>	<b>TENURE STATUS</b>
<b>COLLEGE OF BUSINESS ADMINISTRATION</b>				
<b>Department of Accounting</b>				
9.00	Elsie C. Ameen, Associate Professor	PHD	19	Tenured
9.00	Carl W. Brewer, Associate Professor	PHD	26	Tenured
9.00	Linda G. Carrington, Associate Professor	PHD	20	Tenured
9.00	Ronald J. Daigle, Associate Professor	PHD	8	Tenured
9.00	Cassy D. Henderson, Assistant Professor	PHD	2	Probationary
9.00	Taylor S. Klett, Associate Professor	JD	13.5	Tenured
9.00	Jeffrey R. Miller, Associate Professor	PHD	1	Probationary
9.00	Janice T. Morris, Assistant Professor	PHD	5	Probationary
9.00	Philip W. Morris, Professor/Department Chair	PHD	14	Tenured
9.00	N. Ross Quarles, Professor	PHD	20	Tenured
9.00	Shani N. Robinson, Assistant Professor	PHD	3	Probationary
9.00	Jeffrey W. Strawser, Associate Professor	PHD	16	Tenured
<b>Department of Economics and International Business</b>				
9.00	Milo D. Berg, Jr., Associate Professor/Assistant Dean	PHD	17	Tenured
9.00	Aditi Bhattacharyya, Assistant Professor	PHD	1.5	Probationary
9.00	Edward F. Blackburne, III, Associate Professor/Dept	PHD	16	Tenured
9.00	Donald L. Bumpass, Professor	PHD	22	Tenured
9.00	Mark W. Frank, Professor	PHD	14	Tenured
9.00	Donald G. Freeman, Professor	PHD	16	Tenured
9.00	Fidel Gonzalez, Associate Professor	PHD	9	Tenured
9.00	Darren P. Grant, Associate Professor	PHD	7	Tenured
9.00	Santosh Kumar, Assistant Professor	PHD	1	Probationary
9.00	Lirong Liu, Assistant Professor	PHD	6	Probationary
9.00	Hiranya K. Nath, Professor	PHD	12	Tenured
9.00	Brian D. Piper, Assistant Professor	PHD	2	Probationary
9.00	Troy C. Quast, Associate Professor	PHD	8	Tenured
9.00	Christian W. Raschke, Assistant Professor	PHD	1	Probationary
9.00	George E. Samuels, Professor	PHD	39	Tenured
9.00	Markland H. Tuttle, Associate Professor	PHD	10	Tenured
<b>Department of General Business and Finance</b>				
9.00	Traci L. Austin, Assistant Professor	PHD	2	Probationary
9.00	James B. Bexley, Professor	PHD	17	Tenured
9.00	Jonathan P. Breazeale, Associate Professor	PHD	8	Tenured

9.00	Mary C. Funck, Assistant Professor	PHD	2	Probationary
9.00	Martin L. Griffin, Associate Professor	JD	33.5	Tenured
9.00	Jose A. Gutierrez, Jr., Assistant Professor	PHD	4	Probationary
9.00	Kathy L. Hill, Associate Professor	PHD	22	Tenured
9.00	Harold A. Hurry, Assistant Professor	MED	38	Tenured
9.00	Geraldine E. Hynes, Professor	PHD	13	Tenured
9.00	G. Keith Jenkins, Associate Professor	JD	34	Tenured
9.00	Kurt R. Jesswein, Associate Professor/Department Chair	PHD	9	Tenured
9.00	Steve J. Johnson, Assistant Professor	PHD	6	Probationary
9.00	William H. Leavell, Professor	DBA	23	Tenured
9.00	Balasundram Maniam, Professor	PHD	17	Tenured
9.00	Robert B. Matthews, Associate Professor	JD	7	Tenured
9.00	Steve A. Nenninger, Assistant Professor	PHD	5	Probationary
9.00	Kathryn S. O'Neill, Assistant Professor	PHD	3	Probationary
9.00	Tommy J. Robertson, Assistant Professor	JD	6	Probationary
9.00	Lucia S. Sigmar, Associate Professor	PHD	8	Tenured
9.00	Robert H. Stretcher, III, Professor	PHD	12	Tenured
9.00	Laura L. Sullivan, Associate Professor	JD	9	Tenured
9.00	Bradley S. Wesner, Assistant Professor	PHD	1	Probationary

**Department of Management and Marketing**

9.00	Roger D. Abshire, Professor	DBA	25	Tenured
9.00	Irfan Ahmed, Associate Professor	PHD	10	Tenured
9.00	Jeremy C. Bellah, Assistant Professor	PHD	5	Probationary
9.00	Charles J. Capps, III, Professor	DBA	26	Tenured
9.00	Christopher M. Cassidy, Assistant Professor	PHD	3	Probationary
9.00	Jamie D. Collins, Assistant Professor	PHD	1	Probationary
9.00	Joseph K. Kavanaugh, Associate Professor	PHD	19	Tenured
9.00	Gerald Kohers, Professor/Department Chair	PHD	20	Tenured
9.00	Renee Gravois Lee, Associate Professor	PHD	7	Tenured
9.00	Sanjay S. Mehta, Professor	PHD	17	Tenured
9.00	John J. Newbold, Associate Professor	PHD	13	Tenured
9.00	Michael W. Pass, Professor	PHD	6	Tenured
9.00	Christopher R. Reutzell, Assistant Professor	PHD	0	Probationary
9.00	Jason M. Riley, Assistant Professor	PHD	1	Probationary
9.00	Aneika L. Simmons, Associate Professor	PHD	7	Tenured
9.00	Kathleen M. Utecht, Professor	PHD	8	Tenured
9.00	Janis A. Warner, Associate Professor	PHD	7	Tenured
9.00	Kamphol Wipawayangkool, Assistant Professor	PHD	1	Probationary
9.00	Pamela J. Zelbst, Associate Professor	PHD	9	Tenured

## COLLEGE OF CRIMINAL JUSTICE

### Department of Criminal Justice and Criminology

9.00	Gaylene S. Armstrong, Professor/Department Chair	PHD	7	Tenured
9.00	Todd A. Armstrong, Associate Professor	PHD	7	Tenured
9.00	Danielle L. Boisvert, Assistant Professor	PHD	2	Probationary
9.00	Jeffrey A. Bouffard, Associate Professor	PHD	5	Tenured
9.00	Leana A. Bouffard, Associate Professor	PHD	5	Tenured
9.00	Brian B. Boutwell, Assistant Professor	PHD	4	Probationary
9.00	Steven J. Cuvelier, Associate Professor	PHD	25	Tenured
9.00	Jerry L. Dowling, Professor	JD	42	Tenured
9.00	Cortney A. Franklin, Assistant Professor	PHD	6	Probationary
9.00	Travis W. Franklin, Assistant Professor	PHD	6	Probationary
9.00	Randall L. Garner, Professor	PHD	18	Tenured
9.00	Jurg Gerber, Professor	PHD	24	Tenured
9.00	Howard M. Henderson, Associate Professor	PHD	7.5	Tenured
9.00	Larry T. Hoover, Professor	PHD	37	Tenured
9.00	William R. King, Associate Professor/Associate Dean	PHD	5	Tenured
9.00	Kelly E. Knight, Assistant Professor	PHD	3	Probationary
9.00	Dennis R. Longmire, Professor	PHD	30	Tenured
9.00	Scott W. Menard, Professor	PHD	8	Tenured
9.00	Holly A. Miller, Professor/Associate Dean	PHD	15	Tenured
9.00	Lisa R. Muftic, Associate Professor	PHD	1	Probationary
9.00	Matthew R. Nobles, Assistant Professor	PHD	4	Probationary
9.00	Willard M. Oliver, Professor	PHD	11	Tenured
9.00	Erin A. Orrick, Assistant Professor	PHD	1	Probationary
9.00	David C. Pyrooz, Assistant Professor	MS	2	Probationary
9.00	Ling Ren, Associate Professor	PHD	6	Tenured
9.00	Mitchel P. Roth, Professor	PHD	20	Tenured
9.00	Raymond H. Teske, Jr., Professor	PHD	41	Tenured
9.00	Victoria B. Titterington, Professor	PHD	17	Tenured
9.00	Michael S. Vaughn, Professor	PHD	8	Tenured
9.00	William M. Wells, Professor	PHD	7	Tenured
9.00	Yan Zhang, Associate Professor	PHD	9	Tenured
9.00	Jihong Zhao, Professor	PHD	7	Tenured

### Department of Forensic Science

9.00	Joan A. Bytheway, Associate Professor	PHD	8	Tenured
9.00	Jasmine M. Drake, Assistant Professor	PHD	1	Probationary
9.00	David A. Gangitano, Associate Professor	PHD	7	Tenured
9.00	Sarah Kerrigan, Professor/Department Chair	PHD	8	Tenured
9.00	Chi Chung Yu, Associate Professor	PHD	8	Tenured



**Department of Security Studies**

9.00	Magdalena A. Denham, Assistant Professor	EDD	0	Probationary
9.00	Phillip M. Lyons, Jr., Professor/Department Chair	PHD	19	Tenured
9.00	John D. Payne, Assistant Professor	PHD	0	Probationary

**COLLEGE OF EDUCATION****Department of Curriculum and Instruction**

9.00	Lisa O. Brown, Assistant Professor	PHD	2	Probationary
9.00	Jaime L. Coyne, Assistant Professor	PHD	2	Probationary
9.00	Frank L. Creghan, Assistant Professor	EDD	1	Probationary
9.00	William D. Edgington, Professor	EDD	15	Tenured
9.00	Karla W. Eidson, Assistant Professor	PHD	3.5	Probationary
9.00	Andrea S. Foster, Associate Professor	PHD	9	Tenured
9.00	Victoria S. Hollas, Assistant Professor	PHD	2	Probationary
9.00	James W. Hynes, Assistant Professor	PHD	6	Probationary
9.00	Daphne D. Johnson, Professor/Department Chair	PHD	13	Tenured
9.00	Andrey V. Koptelov, Assistant Professor	PHD	2	Probationary
9.00	Mae Ann Lane, Assistant Professor	EDD	1	Probationary
9.00	Kimberly N. LaPrairie, Associate Professor	PHD	7	Tenured
9.00	Robert M. Maninger, Assistant Professor	EDD	6	Probationary
9.00	Lautrice M. Nickson, Assistant Professor	PHD	6	Probationary
9.00	Jalene P. Potter, Assistant Professor	PHD	2	Probationary
9.00	Marilyn P. Rice, Associate Professor	PHD	13	Tenured
9.00	Samuel L. Sullivan, Professor	EDD	41	Tenured
9.00	Sylvia R. Taube, Associate Professor	PHD	16	Tenured
9.00	Rebecca A. Wentworth, Assistant Professor	PHD	2	Probationary

**Department of Educational Leadership and Counseling**

9.00	Rick A. Bruhn, Professor	EDD	23	Tenured
9.00	Rebecca M. Bustamante, Associate Professor	PHD	8	Tenured
9.00	Jamiylah Y. Butler, Assistant Professor	PHD	3	Probationary
9.00	Julie P. Combs, Associate Professor	EDD	9	Tenured
9.00	Stacey L. Edmonson, Professor/Department Chair	EDD	14	Tenured
9.00	Matthew B. Fuller, Assistant Professor	PHD	3	Probationary
9.00	Cynthia Garcia, Assistant Professor	EDD	6	Probationary
9.00	Yvonne Garza, Associate Professor	PHD	9	Tenured
9.00	Richard C. Henriksen, Jr., Associate Professor	PHD	8	Tenured
9.00	Mack T. Hines, III, Associate Professor	EDD	9	Tenured
9.00	Peggy P. Holzweiss, Assistant Professor	PHD	2	Probationary
9.00	Timothy B. Jones, Associate Professor	EDD	6	Tenured
9.00	Sheila A. Joyner, Assistant Professor	EDD	5	Probationary

9.00	Amanda C. La Guardia, Assistant Professor	PHD	4	Probationary
9.00	Chi-Sing Li, Associate Professor	PHD	11	Tenured
9.00	Frederick C. Lunenburg, Professor	PHD	17	Tenured
9.00	Nara Martirosyan, Assistant Professor	EDD	1	Probationary
9.00	Ricardo Montelongo, Assistant Professor	PHD	0	Probationary
9.00	George W. Moore, Associate Professor	PHD	8	Tenured
9.00	Judith A. Nelson, Associate Professor	PHD	9	Tenured
9.00	Mary S. Nichter, Professor	PHD	15	Tenured
9.00	Anthony J. Onwuegbuzie, Professor	PHD	7	Tenured
9.00	Barbara E. Polnick, Associate Professor	EDD	12	Tenured
9.00	Rebecca A. Robles-Pina, Professor	PHD	16	Tenured
9.00	David P. Saxon, Associate Professor	PHD	2	Probationary
9.00	Sheryl A. Serres, Associate Professor	PHD	8	Tenured
9.00	Susana T. Skidmore, Assistant Professor	PHD	3	Probationary
9.00	John R. Slate, Professor	PHD	7	Tenured
9.00	Jeffrey M. Sullivan, Assistant Professor	PHD	3	Probationary
9.00	Richard E. Watts, Professor	PHD	9	Tenured

**Department of Language, Literacy and Special Populations**

9.00	Burcu Ates, Assistant Professor	PHD	3	Probationary
9.00	Helen Berg, Associate Professor	PHD	8	Tenured
9.00	Amanda B. Bosch, Assistant Professor	PHD	2	Probationary
9.00	Leonard G. Breen, Associate Professor	EDD	24	Tenured
9.00	Corinna V. Cole, Assistant Professor	PHD	1	Probationary
9.00	Alma L. Contreras-Vanegas, Assistant Professor	PHD	1	Probationary
9.00	Donna H. Cox, Assistant Professor	PHD	6	Probationary
9.00	Patricia M. Durham, Assistant Professor	PHD	2	Probationary
9.00	Catherine C. George, Assistant Professor	PHD	1	Probationary
9.00	Hannah R. Gerber, Assistant Professor	PHD	5	Probationary
9.00	Barbara J. Greybeck, Associate Professor	PHD	5	Probationary
9.00	Carlene M. Henderson, Assistant Professor	EDD	4	Probationary
9.00	Elizabeth E. Lasley, Assistant Professor	PHD	2	Probationary
9.00	Sharon A. Lynch, Professor	EDD	21	Tenured
9.00	Joyce K. McCauley, Professor	PHD	20	Tenured
9.00	Melinda S. Miller, Professor/Department Chair	PHD	14	Tenured
9.00	Diana K. Nabors, Associate Professor	EDD	12	Tenured
9.00	Mary A. Petron, Associate Professor	PHD	5	Tenured
9.00	Debra P. Price, Professor	PHD	18	Tenured
9.00	Michael J. Skivington, Assistant Professor	PHD	2	Probationary
9.00	Nancy Stockall, Associate Professor	PHD	4	Probationary
9.00	Philip R. Swicegood, Professor	EDD	31	Tenured

9.00	Baburhan Uzum, Assistant Professor	PHD	1	Probationary
9.00	Kristina K. Vargo, Assistant Professor	PHD	1	Probationary
9.00	Nancy K. Votteler, Associate Professor	EDD	8	Tenured
9.00	Joan A. Williams, Assistant Professor	PHD	6	Probationary

#### **Department of Library Science**

9.00	Rosemary S. Chance, Associate Professor	PHD	8	Tenured
9.00	Tricia A. Kuon, Assistant Professor	PHD	6.5	Probationary
9.00	Teresa S. Lesesne, Professor	EDD	24	Tenured
9.00	Karin M. Perry, Assistant Professor	PHD	3	Probationary
9.00	Holly A. Weimar, Associate Professor/Department Chair	EDD	7	Tenured

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

#### **Department of Art**

9.00	Martin F. Amorous, II, Associate Professor	MFA	20	Tenured
9.00	John D. Barnosky, Associate Professor	MFA	22	Tenured
9.00	Mary K. Borcharding, Professor	MFA	21	Tenured
9.00	Charlotte M. Drumm, Associate Professor	MFA	14	Tenured
9.00	Rebecca L. Finley, Associate Professor	MFA	9	Tenured
9.00	Michael H. Henderson, Associate Professor/Dept Chair	MFA	13	Tenured
9.00	Taehee Kim, Associate Professor	MFA	8	Tenured
9.00	Patric K. Lawler, Associate Professor	MFA	25	Tenured
9.00	Melissa L. Mednicov, Assistant Professor	PHD	1	Probationary
9.00	Edward M. Morin, Assistant Professor	MFA	3	Probationary
9.00	Valerie J. Powell, Assistant Professor	MFA	1	Probationary
9.00	Thomas A. Seifert, Associate Professor	PHD	31	Tenured
9.00	Tony R. Shipp, Associate Professor	MFA	16	Tenured
9.00	Susannah R. Strader, Assistant Professor	MFA	5	Probationary
9.00	Melissa C. Warak, Assistant Professor	MA	1	Probationary
9.00	Walton A. Watkins, III, Associate Professor	MFA	5	Tenured
9.00	Willie R. Williams, Assistant Professor	MFA	1	Probationary

#### **Department of Dance**

9.00	Dana E. Nicolay, Professor	MFA	27	Tenured
9.00	Andrew M. Noble, Assistant Professor	MFA	6	Probationary
9.00	Dionne L. Noble, Assistant Professor	MFA	2	Probationary
9.00	Jennifer K. Pontius, Associate Professor/Department Chair	MFA	14	Tenured
9.00	Erin C. Reck, Assistant Professor	MFA	1	Probationary

#### **Department of Mass Communication**

9.00	Jean-Richard R. Bodon, Professor/Department Chair	PHD	3	Tenured
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9.00	Janet A. Bridges, Professor	PHD	9	Tenured
9.00	Thomas G. Garrett, Associate Professor	MFA	2	Probationary
9.00	Deborah A. Hatton, Instructor	MA	24	Tenured
9.00	Robin S. Johnson, Assistant Professor	PHD	4	Probationary
9.00	Nam Young Kim, Assistant Professor	PHD	2	Probationary
9.00	Ruth M. Massingill, Associate Professor	PHD	26	Tenured
9.00	LaChrystal D. Ricke-Radcliffe, Assistant Professor	PHD	4	Probationary
9.00	Christopher F. White, Associate Professor	PHD	25	Tenured

#### **Department of Theatre and Musical Theatre**

9.00	Laura K. Avery, Assistant Professor	DMA	6	Probationary
9.00	Elizabeth K. Freese, Assistant Professor	MFA	3	Probationary
9.00	Kristina S. Hanssen, Professor	MFA	29	Tenured
9.00	Penelope A. Hasekoester, Professor/Department Chair	MFA	20	Tenured
9.00	Eric L. Marsh, Associate Professor	MFA	7	Tenured
9.00	Maureen V. McIntyre, Professor	MFA	44	Tenured
9.00	David A. McTier, Professor	PHD	8	Tenured
9.00	Thomas C. Prior, Associate Professor	MFA	9	Tenured
9.00	Leslie A. Swackhamer, Assistant Professor	MFA	3	Probationary

#### **School of Music**

9.00	Randal L. Adams, Professor	MM	15	Tenured
9.00	A. Wayne Barrett, Jr., Associate Professor/Associate Dean	DMA	22	Tenured
9.00	Patricia P. Card, Professor	DMA	13	Tenured
9.00	Zachary I. Carrettin, Assistant Professor	MM	1	Probationary
9.00	Kevin M. Clifton, Assistant Professor	PHD	4	Probationary
9.00	Kathryn L. Daniel, Professor	MM	12	Tenured
9.00	Peggy A. DeMers, Associate Professor	DMA	23	Tenured
9.00	James C. Franklin, Assistant Professor	MM	4	Probationary
9.00	Brian K. Gibbs, Assistant Professor	MS	4	Probationary
9.00	Rebecca R. Grimes, Assistant Professor	MM	4	Probationary
9.00	Henry E. Howey, Professor	DMA	38	Tenured
9.00	Kyle D. Kindred, Associate Professor	DMA	7	Tenured
9.00	Nathan J. Koch, Assistant Professor	PHD	2	Probationary
[2] 9.00	John W. Lane, Associate Professor	DMA	8	Tenured
9.00	Hayoung A. Lim, Assistant Professor	PHD	6	Probationary
9.00	W. Matthew McInturf, Professor	MM	16	Tenured
9.00	Christopher C. Michel, Associate Professor	MM	13	Tenured
9.00	Karen E. Miller, Professor	MM	11	Tenured
9.00	Sheryl K. Murphy-Manley, Professor	PHD	11.5	Tenured
9.00	Javier A. Pinell, Associate Professor	DM	6	Tenured

9.00	Scott D. Plugge, Professor/Department Chair	DM	17	Tenured
9.00	Livia I. Rus-Edery, Assistant Professor	DMA	6	Probationary
9.00	Daniel Saenz, Assistant Professor	MM	1	Probationary
9.00	Aric L. Schneller, Assistant Professor	MM	6	Probationary
9.00	Masahito Sugihara, Assistant Professor	DM	1	Probationary

## COLLEGE OF HEALTH SCIENCES

### Department of Health and Kinesiology

9.00	Jennifer J. Didier, Assistant Professor	PHD	4	Probationary
9.00	Brent C. Estes, Associate Professor	PHD	7	Tenured
9.00	Allison P. Glave, Assistant Professor	PHD	4	Probationary
9.00	William V. Hyman, Professor	PHD	27	Tenured
9.00	Rosanne S. Keathley, Professor/Acting Chair	PHD	19	Tenured
9.00	Jihyun Lee, Assistant Professor	PHD	1	Probationary
9.00	Gary L. Oden, Professor	PHD	25	Tenured
9.00	Emily A. Roper, Associate Professor	PHD	8	Tenured
9.00	Jose A. Santiago, Assistant Professor	EDD	5	Probationary
9.00	Matthew C. Wagner, Assistant Professor	PHD	5	Probationary
9.00	Ryan K. Zapalac, Associate Professor	PHD	8	Tenured

### School of Nursing

9.00	Lilibeth C. Al-Kofahy, Associate Professor	PHD	1	Probationary
9.00	Rebecca K. Aulbach, Associate Professor	PHD	0	Probationary
9.00	Marianne F. Moore, Assistant Professor	MSN	0	Probationary
9.00	Anne S. Stiles, Professor/Department Chair	PHD	2	Tenured
9.00	Mary Anne Vincent, Assistant Professor	PHD	2	Probationary
9.00	Kelly K. Zinn, Associate Professor	PHD	2	Probationary

## COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

### Department of Communication Studies

9.00	Richard S. Bello, Professor	PHD	11	Tenured
9.00	Frances E. Brandau-Brown, Professor	PHD	13	Tenured
9.00	James D. Ragsdale, Jr., Professor/Department Chair	PHD	14	Tenured
9.00	Terry M. Thibodeaux, Professor	PHD	27	Tenured
9.00	Shuangyue Zhang, Associate Professor	PHD	9	Tenured

### Department of English

9.00	Ira R. Adams, Professor	PHD	42	Tenured
9.00	Kimberly K. Bell, Associate Professor	PHD	12	Tenured
9.00	Tracy E. Bilsing, Associate Professor	PHD	24	Tenured
9.00	Brian D. Blackburne, Assistant Professor	PHD	5	Probationary

9.00	Charles W. Bridges, Professor	PHD	15	Tenured
9.00	Paul W. Child, Professor	PHD	21	Tenured
9.00	Linda B. Cook, Professor	PHD	21	Tenured
9.00	Lee F. Courtney, Professor	PHD	42	Tenured
9.00	Michael T. Demson, Assistant Professor	PHD	4	Probationary
9.00	Robert E. Donahoo, Professor	PHD	22	Tenured
9.00	Diane K. Dowdey, Associate Professor	PHD	25	Tenured
9.00	Julie E. Hall, Professor	PHD	22	Tenured
9.00	S. Helena Halmari, Professor/Department Chair	PHD	19	Tenured
9.00	Darci N. Hill, Associate Professor	PHD	25	Tenured
9.00	Scott A. Kaukonen, Associate Professor	PHD	8	Tenured
9.00	M. Douglas Krienke, Professor	PHD	46	Tenured
9.00	Nicolas J. Lantz, Assistant Professor	MFA	2	Probationary
9.00	Sharon M. Morphew, Professor	PHD	15	Tenured
9.00	Audrey D. Murfin, Assistant Professor	PHD	2	Probationary
9.00	Carroll F. Nardone, Associate Professor	PHD	14	Tenured
9.00	Jason M. Payton, Assistant Professor	PHD	1	Probationary
9.00	Deborah L. Phelps, Professor	PHD	23	Tenured
9.00	Paul D. Ruffin, Distinguished Professor	PHD	39	Tenured
9.00	April A. Shemak, Associate Professor	PHD	9	Tenured
9.00	Eugene O. Young, Professor	PHD	22	Tenured

**Department of Family and Consumer Sciences**

9.00	Valencia Browning-Keen, Assistant Professor	PHD	5	Probationary
9.00	Laura P. Burleson, Assistant Professor	PHD	28	Tenured
9.00	James G. Landa, Assistant Professor	MFA	5	Probationary
9.00	Janis H. White, Associate Professor/Department Chair	PHD	25	Tenured

**Department of Foreign Languages**

9.00	Debra D. Andrist, Professor/Department Chair	PHD	7	Tenured
9.00	Shirin E. Edwin, Associate Professor	PHD	9	Tenured
9.00	Maria M. Feu-Lopez, Assistant Professor	PHD	1	Probationary
9.00	James L. Frankki, Assistant Professor	PHD	6	Probationary
9.00	David Ross Gerling, Associate Professor	PHD	26	Tenured
9.00	Frieda C. Koeninger, Associate Professor	PHD	19	Tenured
9.00	Enrique Mallen, Professor	PHD	7	Tenured
9.00	Kay E. Raymond, Associate Professor	PHD	25	Tenured
9.00	Joaquin J. Rodriguez-Barbera, Assistant Professor	PHD	20	Tenured
9.00	Rafael E. Saumell-Munoz, Professor	PHD	22	Tenured
9.00	Manuel Triano-Lopez, Associate Professor	PHD	4	Tenured

**Department of History**

9.00	Nancy E. Baker, Associate Professor	PHD	8	Tenured
9.00	Rosanne M. Barker, Associate Professor	PHD	22	Tenured
9.00	Terry D. Bilhartz, Professor/Associate Dean	PHD	35	Tenured
9.00	Robert T. Cashion, Professor	PHD	15	Tenured
9.00	Thomas H. Cox, Associate Professor	PHD	8	Tenured
9.00	George T. Diaz, Assistant Professor	PHD	2	Probationary
9.00	Brian F. Domitrovic, Associate Professor/Department Chair	PHD	9	Tenured
9.00	Charles V. Heath, II, Assistant Professor	PHD	6	Probationary
9.00	Kenneth E. Hendrickson, III, Professor/Acting Associate Dean	PHD	20	Tenured
9.00	Jeffrey L. Littlejohn, Associate Professor	PHD	9	Tenured
9.00	David C. Mayes, Associate Professor	PHD	10	Tenured
9.00	James S. Olson, Distinguished Professor	PHD	42	Tenured
9.00	Nicholas C. J. Pappas, Professor	PHD	24	Tenured
9.00	Wesley G. Phelps, Assistant Professor	PHD	2	Probationary
9.00	Katherine A. Pierce, Assistant Professor	PHD	7	Probationary
9.00	Bernadette Pruitt, Associate Professor	PHD	13.5	Tenured
9.00	Uzma Quraishi, Assistant Professor	PHD	1	Probationary
9.00	Stephen H. Rapp, Jr., Associate Professor	PHD	2	Probationary
9.00	Tracy L. Steele, Associate Professor	PHD	22	Tenured

**Department of Political Science**

9.00	Robin M. Bittick, Associate Professor	PHD	9	Tenured
9.00	Rhonda L. Callaway, Associate Professor/Department Chair	PHD	9	Tenured
9.00	William E. Carroll, Associate Professor	PHD	24	Tenured
9.00	John C. Domino, Professor	PHD	25	Tenured
9.00	Lauren M. Edwards, Assistant Professor	PHD	3	Probationary
9.00	Jason S. Enia, Assistant Professor	PHD	4	Probationary
9.00	Heather K. Evans, Assistant Professor	PHD	5	Probationary
9.00	Masoud Kazemzadeh, Associate Professor	PHD	9	Tenured
9.00	Jeongwoo Kim, Assistant Professor	PHD	4	Probationary
9.00	Mitzi L. Mahoney, Assistant Professor	PHD	26	Tenured
9.00	Kenneth B. McIntyre, Associate Professor	PHD	1	Probationary
9.00	Ashley D. Ross, Assistant Professor	PHD	1	Probationary
9.00	Stacy G. Ulbig, Associate Professor	PHD	7	Tenured
9.00	Tamara A. Waggener, Associate Professor	PHD	15	Tenured
9.00	R. Clayton Wukich, Assistant Professor	PHD	2	Probationary

**Department of Psychology and Philosophy**

9.00	Jeffrey S. Anastasi, Associate Professor	PHD	8	Tenured
9.00	Marcus T. Boccaccini, Professor	PHD	11	Tenured

9.00	Maria D. Botero-Jaramillo, Assistant Professor	PHD	3	Probationary
9.00	A. Jerry Bruce, Jr., Professor/Associate Dean	PHD	44	Tenured
9.00	Diana Buccafurni-Huber, Assistant Professor	PHD	6	Probationary
9.00	Mary A. Conroy, Professor	PHD	17	Tenured
9.00	Robert J. Cramer, Assistant Professor	MA	4	Probationary
9.00	James W. Crosby, Assistant Professor	PHD	6	Probationary
9.00	John M. de Castro, Professor	PHD	8	Tenured
9.00	Donna M. Desforges, Professor	PHD	13	Tenured
9.00	Frank K. Fair, Professor/Coordinator	PHD	43	Tenured
9.00	Stuart W. Gurley, Assistant Professor	PHD	1	Probationary
9.00	Marsha J. Harman, Professor	PHD	20	Tenured
9.00	Craig E. Henderson, Associate Professor	PHD	9	Tenured
9.00	Lisa Kan, Assistant Professor	PHD	3	Probationary
9.00	Stanley T. Kordinak, Professor	PHD	44	Tenured
9.00	Gordon D. Lamb, Assistant Professor	PhD	4	Probationary
9.00	Audrey K. Miller, Assistant Professor	PHD	7	Probationary
9.00	Rowland S. Miller, Professor	PHD	36	Tenured
9.00	David V. Nelson, Associate Professor	PHD	9	Tenured
9.00	Ramona M. Noland, Associate Professor	PHD	11	Tenured
9.00	Glenn M. Sanford, Associate Professor	PHD	16	Tenured
9.00	Adam T. Schmidt, Assistant Professor	PHD	1	Probationary
9.00	Teow C. Sim, Assistant Professor	PHD	25	Tenured
9.00	Jorge G. Varela, Assistant Professor	PHD	6	Probationary
9.00	D. Christopher Wilson, Professor/Department Chair	PHD	25	Tenured

#### **Department of Sociology**

	9.00	Alessandro Bonanno, Distinguished Professor	PHD	18	Tenured
	9.00	Jin Young Choi, Associate Professor	PHD	8	Tenured
	9.00	Douglas H. Constance, Professor	PHD	17	Tenured
	9.00	Furjen Deng, Professor	PHD	24	Tenured
[1]	9.00	Karen M. Douglas, Associate Professor	PHD	9	Tenured
	9.00	Colter Ellis, Assistant Professor	PHD	2	Probationary
	9.00	Michael W.P. Fortunato, Assistant Professor	PHD	1	Probationary
	9.00	Maki Hatanaka, Assistant Professor	PHD	3	Probationary
	9.00	Jason T. Konefal, Assistant Professor	PHD	5	Probationary
	9.00	Lee M. Miller, Associate Professor/Associate Dean	PHD	9	Tenured
	9.00	Andrew J. Prelog, Assistant Professor	PHD	0	Probationary
	9.00	Gene L. Theodori, Professor/Department Chair	PHD	7	Tenured

#### **COLLEGE OF SCIENCES**

##### **Department of Agricultural and Industrial Sciences**



9.00	Mark J. Anderson, Assistant Professor	PHD	1	Probationary
9.00	Marcy M. Beverly, Professor	PHD	13	Tenured
9.00	Manish K. Dixit, Assistant Professor	PHD	0	Probationary
9.00	Stanley F. Kelley, Professor/Department Chair	PHD	21	Tenured
9.00	Douglas M. Kingman, Associate Professor	PHD	8	Tenured
9.00	Aiman S. Kuzmar, Associate Professor	PHD	4	Probationary
9.00	Robert A. Lane, Professor	PHD	32	Tenured
9.00	Jessica L. Lucia, Assistant Professor	PHD	1	Probationary
9.00	Foy D. Mills, Jr., Professor	PHD	2	Tenured
9.00	Joe E. Muller, Associate Professor	PHD	16	Tenured
9.00	Nedom C. Muns, Professor	EDD	35	Tenured
9.00	Timothy R. Pannkuk, Assistant Professor	PHD	5	Probationary
9.00	Dwayne Pavelock, Professor	EDD	13	Tenured
9.00	Kyle J. Stutts, Associate Professor	PHD	7	Tenured
9.00	Douglas R. Ullrich, Jr., Professor/Coordinator	EDD	18	Tenured
9.00	Lawrence A. Wolfskill, Assistant Professor	PHD	3.5	Probationary
9.00	Faruk Yildiz, Assistant Professor	DIT	6	Probationary

#### **Department of Biological Sciences**

9.00	Sibyl R. Bucheli, Assistant Professor	PHD	6	Probationary
9.00	Madhusudan Choudhary, Assistant Professor	PHD	6	Probationary
9.00	Tamara J. Cook, Professor	PHD	15	Tenured
9.00	James R. DeShaw, Professor	PHD	44	Tenured
9.00	Anne R. Gaillard, Associate Professor/Associate Dean	PHD	10	Tenured
9.00	Chad W. Hargrave, Associate Professor/Department Chair	PHD	8	Tenured
9.00	James M. Harper, Assistant Professor	PHD	2	Probationary
9.00	Joan E. N. Hudson, Associate Professor	PHD	23	Tenured
9.00	Patrick J. Lewis, Associate Professor	PHD	8	Tenured
9.00	William I. Lutterschmidt, Professor	PHD	16	Tenured
9.00	Aaron M. Lynne, Assistant Professor	PHD	6	Probationary
9.00	Diane L. Neudorf, Professor	PHD	15	Tenured
[2]	9.00 Todd P. Primm, Associate Professor	PHD	9	Tenured
[1]	9.00 Christopher P. Randle, Associate Professor	PHD	8	Tenured
	9.00 Joni M. Seeling, Assistant Professor	PHD	2	Probationary
	9.00 Monte L. Thies, Professor	PHD	22	Tenured
	9.00 Justin K. Williams, Associate Professor	PHD	12.5	Tenured
	9.00 Jeffrey R. Wozniak, Assistant Professor	PHD	2	Probationary

#### **Department of Chemistry**

9.00	Benny E. Arney, Jr., Professor	PHD	26	Tenured
9.00	Thomas G. Chasteen, Professor	PHD	23	Tenured

9.00	Dustin E. Gross, Assistant Professor	PHD	2	Probationary
9.00	Donovan C. Haines, Assistant Professor	PHD	6	Probationary
9.00	Paul A. Loeffler, Professor	PHD	39	Tenured
9.00	Richard E. Norman, Professor/Department Chair	PHD	9	Tenured
9.00	Ilona Petrikovics, Associate Professor	PHD	6.5	Tenured
9.00	David E. Thompson, Assistant Professor	PHD	5	Probationary
9.00	Rick C. White, Professor	PHD	30	Tenured
9.00	Darren Lee Williams, Associate Professor	PHD	10	Tenured

#### **Department of Computer Science**

9.00	Min K. An, Assistant Professor	PHD	1	Probationary
9.00	David S. Burris, Professor	PHD	36	Tenured
[1] 9.00	Lei Chen, Associate Professor	PHD	7	Tenured
9.00	Hyuk Cho, Assistant Professor	PHD	6	Probationary
9.00	Peter A. Cooper, Professor/Department Chair	PHD	17	Tenured
9.00	Qingzhong Liu, Assistant Professor	PHD	4	Probationary
9.00	Timothy J. McGuire, Associate Professor	PHD	15	Tenured
9.00	Li-Jen Y. Shannon, Assistant Professor	EDD	6	Probationary
9.00	Narasimha K. Shashidhar, Assistant Professor	PHD	4	Probationary
9.00	Gary W. Smith, Associate Professor	PHD	16	Tenured
9.00	Cihan Varol, Assistant Professor	PHD	5	Probationary
9.00	Bing Jenny Zhou, Assistant Professor	PHD	2	Probationary

#### **Department of Geography and Geology**

9.00	Gary D. Acton, Assistant Professor	PHD	1	Probationary
9.00	Samuel Adu-Prah, Assistant Professor	PHD	1	Probationary
9.00	Donald P. Albert, Professor	PHD	15	Tenured
9.00	Brian J. Cooper, Associate Professor/Department Chair	PHD	32	Tenured
9.00	Ben M. Gillespie, Associate Professor/Associate Dean	PHD	12	Tenured
9.00	Gang Gong, Associate Professor	PHD	9	Tenured
9.00	John P. Harris, Assistant Professor	PHD	3	Probationary
9.00	Joseph C. Hill, Associate Professor	PHD	6	Tenured
9.00	Mark R. Leipnik, Professor	PHD	18	Tenured
9.00	Falguni S. Mukherjee, Assistant Professor	PHD	4	Probationary
9.00	Velvet A. Nelson, Associate Professor	PHD	7	Tenured
9.00	John B. Strait, Associate Professor	PHD	8	Tenured
9.00	Jonathan B. Sumrall, Assistant Professor	PHD	1	Probationary
9.00	James W. Tiller, Jr., Professor	PHD	42	Tenured

#### **Department of Mathematics and Statistics**

9.00	John G. Alford, Associate Professor	PHD	8	Tenured
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9.00	Ferry B. Butar, Professor	PHD	16	Tenured
9.00	Scott T. Chapman, Professor	PHD	6	Tenured
9.00	Max W. Coleman, Professor	EDD	48	Tenured
9.00	Beth L. Cory, Associate Professor	PHD	9	Tenured
9.00	Brandy G. Doleshal, Assistant Professor	PHD	2	Probationary
9.00	Rebecca E. Garcia, Associate Professor	PHD	10	Tenured
9.00	Luis D. Garcia-Puente, Associate Professor	PHD	7	Tenured
9.00	Cecil R. Hallum, Professor	PHD	23	Tenured
9.00	Damon M. Hay, Assistant Professor	PHD	2	Probationary
9.00	Melinda A. Holt, Professor	PHD	9	Tenured
9.00	William A. Jasper, Professor	PHD	14	Tenured
9.00	Dustin L. Jones, Associate Professor	PHD	8	Tenured
9.00	Joe E. Kirk, Jr., Professor	PHD	34	Tenured
9.00	Mark L. Klespis, Professor	PHD	19	Tenured
9.00	Brian M. Loft, Associate Professor/Department Chair	PHD	10	Tenured
9.00	Martin E. Malandro, Assistant Professor	PHD	6	Probationary
9.00	Taylor E. Martin, Assistant Professor	PHD	1	Probationary
9.00	Joseph N. O'Brien, Associate Professor	PHD	41	Tenured
9.00	Stephen M. Scariano, Professor	PHD	6	Tenured
9.00	Valerie V. Sharon, Assistant Professor	PHD	5	Probationary
9.00	Jon W. Short, Associate Professor	PHD	13	Tenured
9.00	Ken W. Smith, Professor	PHD	7	Tenured
9.00	Mary B. Swarthout, Associate Professor	PHD	15.5	Tenured
9.00	Edward W. Swim, Assistant Professor	PHD	4	Probationary
9.00	Jianzhong Wang, Professor	PHD	18	Tenured
9.00	Ananda B. Wathurawa Manage, Associate Professor	PHD	8	Tenured
9.00	Linda R. Zientek, Associate Professor	PHD	7	Tenured

#### **Department of Physics**

9.00	Hui Fang, Associate Professor	PHD	8	Tenured
9.00	Barry A. Friedman, Professor/Department Chair	PHD	25	Tenured
9.00	Carol R. James, Professor	PHD	15	Tenured
9.00	Gan Liang, Professor	PHD	24	Tenured
9.00	Charles R. Meitzler, Associate Professor	PHD	25	Tenured
9.00	Scott T. Miller, Assistant Professor	PHD	6	Probationary
9.00	David A. Pooley, Assistant Professor	PHD	3	Probationary
9.00	Joel W. Walker, Associate Professor	PHD	7	Tenured

#### **NEWTON GRESHAM LIBRARY**

##### **Newton Gresham Library**

12.00	Erin E. Cassidy, Associate Professor	MS	7	Tenured
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12.00	Angela N. Colmenares, Assistant Professor	MSLS	2	Probationary
12.00	J. Ann Jerabek, Associate Professor	MAR/MLS	26	Tenured
12.00	Glenda I. Jones, Associate Professor	MS	7	Tenured
12.00	Katherine M. Landry, Assistant Professor	MSLS	2	Probationary
12.00	Janice P. Lange, Associate Professor	MA/MLS	33	Tenured
12.00	Michelle M. Martinez, Assistant Professor	MS	6	Probationary
12.00	Lynn M. McMain, Associate Professor	MED/MS	15	Tenured
12.00	Linda S. Meyer, Assistant Professor	MA/MS	18	Tenured
12.00	Teri L. Oparanozie, Assistant Professor	MA/MS	22	Tenured
12.00	Lisa C. Shen, Assistant Professor	MLIS	5	Probationary
12.00	Susan D. Strickland, Associate Professor	MLS	15	Tenured
12.00	Molly M. Thompson, Assistant Professor	MS	2	Probationary
12.00	Zachary A. Valdes, Assistant Professor	MSLS	2	Probationary
12.00	Scott A. Vieira, Assistant Professor	MA	2	Probationary
12.00	Felicia J. Williamson, Assistant Professor	MLIS	3	Probationary
12.00	James D. Williamson, Jr., Assistant Professor	MLIS	2	Probationary

[1]	Faculty Development Leave Academic Year 2014-2015 (fall semester only)	1.00 FTE
[2]	Faculty Development Leave Academic Year 2014-2015 (spring semester only)	1.00 FTE
[3]	Faculty Development Leave Academic Year 2014-2015 (fall and spring semesters)	.50 FTE
[4]	Leave of Absence Academic Year 2014-2015 (fall and spring semesters)	1.00 FTE

## SAM HOUSTON STATE UNIVERSITY

### ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

#### ADDITIONS

1. Archer, Terence, Coach Assistant Football, Athletics, at a 12-month rate of \$60,000, on a full-time basis effective March 1, 2014.
2. Bass Wilson, Amy, Assistant Director of Creative Services, Communications, at a 12-month rate of \$55,008, on a full-time basis effective March 1, 2014.
3. Buck, Julia, Postdoctoral Research Intern, TRIES, at a 12-month rate of \$41,016, on a full-time basis effective January 16, 2014.
4. Castanon, Michelle, Psychologist Counseling Center, Counseling Services, at a 12-month rate of \$49,152, on a full-time basis effective March 16, 2014.
5. Conti, Joseph, Business Analyst I, Information Technology Enterprise Services, at a 12-month rate of \$42,192, on a full-time basis effective March 16, 2014.
6. Cure, Cassie, Study Abroad Coordinator, International Programs, at a 12-month rate of \$35,016, on a full-time basis effective March 1, 2014.
7. Hurley, Joseph, ERP Analyst III, Information Technology Enterprise Services, at a 12-month rate of \$60,000, on a full-time basis effective March 16, 2014.
8. Keeler, Kurt, Head Football Coach, Athletics, at a 12-month rate of \$240,000, on a full-time basis effective January 24, 2014.
9. Lanning, Daniel, Coach Assistant Football, Athletics, at a 12-month rate of \$57,504, on a full-time basis effective March 1, 2014.
10. Longo, Philip, Coach Assistant Head Football, Athletics, at a 12-month rate of \$105,000, on a full-time basis effective February 1, 2014.
11. Martinez, Russell, Director of Development for Athletics, Capital Campaign Advancement, at a 12-month rate of \$60,000, on a full-time basis effective March 16, 2014.
12. Mejia-Cruz, Rosa, Visitor Center Counselor, Visitor Center, at a 12-month rate of \$35,016, on a full-time basis effective March 16, 2014.
13. Olson, Charles, Coach Assistant Volleyball, Athletics, at a 12-month rate of \$37,536, on a full-time basis effective March 1, 2014.
14. Petitte, Phillip, Coach Assistant Football, Athletics, at a 12-month rate of \$72,528, on a full-time basis effective February 1, 2014.
15. Powledge, Matthew, Coach Associate, Athletics, at a 12-month rate of \$34,152, on a full-time basis effective March 1, 2014.
16. Sherrod, Bradley, Coach Assistant Football, Athletics, at a 12-month rate of \$72,528, on a full-time basis effective February 1, 2014.
17. Tipton, Jonathon, Coach Associate, Athletics, at a 12-month rate of \$31,848, on a full-time basis effective January 16, 2014.
18. Wright, Rodrigue, Coach Associate, Athletics, at a 12-month rate of \$32,520, on a full-time basis effective March 1, 2014.

#### CHANGES IN STATUS

1. Bennett, David, Residence Life Area Coordinator to Assistant Director of Residence Life, Residence Life, at a 12-month rate of \$49,200, effective March 1, 2014.
2. Chastine, Courtney, Visitor Center Counselor to On-Campus Recruitment Manager, Office of Enrollment Management, at a 12-month rate of \$46,152, effective February 1, 2014.
3. Clay, Cameron, Special Events Coordinator to Assistant Director of University Events, Office of the President, at a 12-month rate of \$40,008, effective January 16, 2014.
4. Gann, Melissa, Office Supervisor to Admissions Process Manager, Undergraduate Admissions, at a 12-month rate of \$43,968, effective February 16, 2014.
5. Kilgore, Madelyn, Instructional Design Specialist to Instructional Designer, Academic Instructional Technology and Distance Learning, at a 12-month rate of \$46,152, effective March 1, 2014.
6. Olsen, Jeff, Video Producer to Associate Director of SHSU Online Marketing, Academic Instructional Technology and Distance Learning, at a 12-month rate of \$49,656, effective February

## SAM HOUSTON STATE UNIVERSITY

16, 2014.

7. Pelton, Kathryne, Residence Life Area Coordinator to Assistant Director of Residence Life, Residence Life, at a 12-month rate of \$46,152, effective March 1, 2014.
8. Springfield, Danielle, Residence Life Office Coordinator to Assistant Director of Residence Life, Residence Life, at a 12-month rate of \$46,152, effective March 1, 2014.
9. Vanroekel, James, Associate Director of LSC to Director of Student Services Technology, Lowman Student Center, at a 12-month rate of \$64,008, effective February 16, 2014.

### **DISMISSALS**

1. None.

### **RESIGNATIONS**

1. Barrett, Matthew, Assistant Football Coach, Athletics, effective January 15, 2014.
2. Beasley, Benjamin, Coach Assistant Football, Athletics, effective January 31, 2014.
3. Blank, Jessica, Assistant Director of Creative Services, Marketing Advancement, effective January 15, 2014.
4. Discher, Robert, Coach Associate, Athletics, effective February 4, 2014.
5. Fritz, William, Head Football Coach, Athletics, effective January 15, 2014.
6. Jernigan, Johnny, Coach Assistant Football, Athletics, effective January 17, 2014.
7. Johnson, Anthony, Coach Assistant Football, Athletics, effective January 21, 2014.
8. Kusch, Leif, Computer Maintenance Supervisor, Newton Gresham Library, effective February 28, 2014.
9. Lloyd, Dianne, Associate Director of SHSU Online Marketing, Academic Instructional Technology and Distance Learning, effective January 17, 2014.
10. Mutz, Michael, Coach Associate, Athletics, effective January 15, 2014.
11. Pena, Rueben, Assistant Director of Lowman Student Center Operations, Lowman Student Center, effective January 31, 2014.
12. Ruse, Douglas, Coach Assistant Head Football, Athletics, effective January 15, 2014.
13. Scott, Stacy, Instructional Designer, Academic Instructional Technology and Distance Learning, effective January 6, 2014.
14. Speer, Kyle, Strength Coach, Athletics, effective January 16, 2014.
15. Vattikonda, Varun, ERP Analyst II, Information Technology Enterprise Services, effective January 10, 2014.

### **RETIREMENTS**

1. Whinery, Donald, Programmer Analyst III, College of Criminal Justice, effective January 31, 2014.

### **DEATH**

1. None

### **COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. None

**SHSU - Nominations for Re-Employment of Administrative Personnel 2014-2015**

<u>Months</u>	<u>Name, Title, Division/Department</u>	<u>Degree</u>	<u>SHSU Exp.(Yr.)</u>	<u>Tenure</u>
12	Dana L. Gibson, President/Professor President's Office/Accounting	PHD/CPA	5	Yes
12	Jaimie L. Hebert, Provost & Vice President/Professor Academic Affairs/Mathematics	PHD	19	Yes
12	TBN, Vice President for Finance and Operations			
12	Frank R. Holmes, Vice President for University Advancement	BA	12	
12	Heather V. Thielemann, Vice President Enrollment Management	EDD	10	
12	Frank E. Parker, Vice President for Student Services	MA	34	
12	Mark C. Adams, Vice President for Information Technology	MS	23	
12	Bobby R. Williams, Jr., Director, Athletics	MS	32	
12	Kathy J. Gilcrease, Chief of Staff, President's Office	MBA	15	
12	Richard F. Eglsaer, Vice Provost/Professor Academic Affairs/Psychology	PHD	31	Yes
12	Kandi Tayebi, Dean/Professor Graduate Studies/English	PHD	14	Yes
12	Mitchell J. Muehsam, Dean/Professor College of Business Administration/Business Analysis	PHD	25	Yes
12	Vincent J. Webb, Dean/Professor College of Criminal Justice/Criminal Justice	PHD	8	Yes
12	John Pascarella, Dean/Professor College of Sciences/Biological Sciences	PHD	2	Yes
12	Ron Shields, Dean/Professor College of Arts and Mass Communication/Speech	PHD	1	Yes
12	TBN, Dean/Professor College of Education/Education			
12	TBN, Dean/Professor College of Humanities and Social Sciences			
12	Michael Lacourse, Dean, Health Sciences	PHD	1	
12	Jerry L. Cook, Associate Vice President/Professor Research and Special Programs/Biological Sciences	PHD	14	Yes
12	William L. Angrove, Associate Vice President for Distance Learning	BS	5	
12	Douglas J. Greening, Associate Vice President for Facilities Mgmt	MBA	25	
12	S. Paige Smith, Associate Vice President for Budget and Operations	MBA/CPA	20	
12	David Hammonds, Associate VP Human Resources/Risk Mgmt	BS	4	
12	John G. Hitzeman, Associate Vice President for Business Services	MBA	16	
12	Keith E. Jenkins, Associate Vice President for Student Services	EDD	24	
12	Kris Kaskel-Ruiz, Associate Vice President for Marketing/Comm	MBA	7	
12	Scot Mertz, Associate Vice President for Enrollment Management	MBA	7	
12	Thelma Mooney, Associate Vice President for Advancement	BBA	9	
12	Katherine Davis, Associate Vice President for Information Technology	BBA	5	
12	Jacob Chandler, Associate Vice President for Enterprise Services - IT	EDD	13	
12	Somer Franklin, Assistant Vice President for Academic Affairs	EDD	14	
12	Kristy Vienne, Assistant Vice President for Student Services	EDD	8	
12	Joellen N. Tipton, Executive Director, Residence Life	MA	26	
12	Donna Artho, Assistant Vice President for Institutional Effectiveness	MBA	13	
12	Diane McCormick, Assistant VP for Enrollment Comm/On-Line	MPA	5	
12	Leah Mulligan, Executive Director for Student Activities	EDD	12	
12	John Yarabeck, Dean of Students	MED	11	
12	Patty Lewis, Director, Advancement Services	BBA	1	
12	Mac Woodward, Director, Museum	MA	20	
12	Charlie Vienne, Director, Alumni Relations	MS	8	
12	Andrew Miller, Director, Counseling & Health Services	PHD	10	
12	Kevin H. Morris, Director, Public Safety Services	MS	20	
12	Ann H. Holder, Director, Library Services	MLS	35	
12	Kelly R. Bielamowicz, Director, Audits and Analysis	MBA/CPA	15	
12	Stephen Fors, Director, Client Services – IT	MBA	3	
12	Lynn Clopton, Director, Finance and Budget – Student Services	MBA	7	

## **Sul Ross State University**

### **FACULTY PERSONNEL CHANGES**

#### **RESIGNATIONS**

1. None to Report

#### **RETIREMENTS**

1. Rohr, David, Professor of Geology, July 15, 2014.
2. Wong, Hoi Tay, Professor of Business Administration, Rio Grande College, May 31, 2014.

#### **LEAVE OF ABSENCE**

1. Emerson, Mark, Faculty Development Leave, at fifty percent salary, academic year of 2014-2015.
2. Morgan, Raymond Vic, Leave of Absence, without salary, academic year of 2014-2015.

#### **NON-REAPPOINTMENTS**

1. Cruz, Christian, Lecturer in Education, July 15, 2014.
2. Littles, Demond, Lecturer in Education, July 15, 2014.
3. Nolen, Marilyn, Lecturer in Education, July 15, 2014.
4. Trammell, Neil, Lecturer in Education, July 15, 2014.

#### **CHANGES IN STATUS**

1. Rohr, David, Professor of Geology to part-time Early Retirement, Fall 2014.

#### **PROMOTION AND TENURE**

1. Culver, Tiffany, Ph.D., Assistant to Associate Professor of Psychology, Tenure, Fall 2014.
2. Foley, Dan, Ph.D., Associate Professor to Professor of Biology, Fall 2014.
3. Gutierrez, Monica, Ph.D., Associate Professor to Professor of Education, Fall 2014.
4. Jorgenson, Kristofer, Ph.D., Associate Professor to Professor of Mathematics, Fall 2014.
5. Measures, Elizabeth, Ph.D., Associate Professor to Professor of Geology, Fall 2014.
6. Payne, Laura, Ph.D., Associate Professor to Professor of English, Fall 2014.
7. Stein, Kathy, Ed.D., Assistant to Associate Professor of English, Tenure, Fall 2014.
8. Watson, David, Ph.D., Assistant Professor of Political Science, Tenure, Fall 2014.
9. Wynne, Wesley, Ph.D., Associate Professor to Professor Psychology, Tenure, Fall 2014.



## FACULTY APPOINTMENTS, New (N) and Renewal (R)

NAME	DEG	RANK	DEPARTMENT	%FT E	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES						
R Pipes, Christopher C.	M.S.	Lecturer	Natural Resource Management	33%	\$3,550	SP 2014
N George, Lisa	B.B.A.	Lecturer	Natural Resource Management	20%	\$2,130	SP 2014
COLLEGE OF ARTS & SCIENCES						
R Bennack, Steven M.	M.A.	Lecturer Associate	Fine Arts & Communications	84%	\$8,995	SP 2014
R Blanton, Ira Y.	Ph.D.	Professor	Languages and Literature	50%	\$27,352	2014-15
R Castillo, Elizabeth A.	M.F.A.	Lecturer	Fine Arts & Communications	27%	\$2,840	SP 2014
R Cockrum, David L.	Ph.D.	Professor	Behavioral & Social Sciences	50%	\$45,235	2014-15
R Cockrum, David L.	Ph.D.	Professor	Behavioral & Social Sciences	20%	\$2,130	SP 2014
R Davis, Billy J.	M.A.	Lecturer	Fine Arts & Communications	20%	\$2,130	SP 2014
R Dobbins, Heather F.	M.M.	Lecturer	Fine Arts & Communications	98%	\$11,125.7	SP 2014
N Dobbins, Heather	M.M. M.A.,	Lecturer	Fine Arts & Communication	100%	\$30,000	2014-15
R Fox, Caroline S.	M.Ed.	Lecturer	Behavioral & Social Sciences	40%	\$4,260	SP 2014
N Garrett, Hugh H.	MA.G.	Lecturer	Behavioral & Social Sciences	28%	\$3,000	SP 2014
R Gawloski, Joan M.	M.S.	Lecturer	Biology, Geology, & Physical Sciences	13%	\$1,360	SP 2014
N Giles, Antony N.	M.S.	Lecturer	Biology, Geology, & Physical Sciences	13%	\$1,360	SP 2014
N Hernandez, Tomas O.	M.S.	Lecturer	Biology, Geology, & Physical Sciences	13%	\$1,360	SP 2014
R Hirsch, Luanne F.	M.S.W.	Lecturer	Behavioral & Social Sciences	20%	\$2,130	SP 2014
R Johnson, Ann K.	Ph.D.	Lecturer	Languages and Literature	20%	\$2,130	SP 2014
R Jordan, Charles B.	M.S.	Lecturer	Biology, Geology, & Physical Sciences	27%	\$2,840	SP 2014
R Kelsch, Jessica M.	M.S.	Lecturer	Earth and Physical Sciences	53%	\$5,680	SP 2014
N Kim, Keonho	Ph.D.	Lecturer	Biology, Geology, & Physical Sciences	13%	\$1,360	SP 2014
N Lopez, Lawrence Andrew	M.F.A.	Professor Asst.	Fine Arts & Communication	100%	\$45,000	2014-15
N Loya, Judith A.	B.S.	Lecturer	Fine Arts & Communication	33%	\$3,500	SP 2014
R Manning, Patricia R.	M.S.	Lecturer	Animal Science	.20	2,130	SP 2012
R Matthews, Ethel M.	M.S.	Lecturer	Biology, Geology, & Physical Sciences	39%	\$4,200	SP 2014
R Meyer, Ellen A.	M.A.	Lecturer	Fine Arts & Communications	20%	\$2,130	SP 2014
R Morgan, Raymond V.	Ph.D.	Professor Associate	Computer Science & Mathematics	50%	\$45,176	2014-15
R Nelson, Barbara	Ph.D.	Professor	Languages and Literature	20%	\$2,130	SP 2014
R Nichols, Jessica C.	B.S.	Lecturer	Biology, Geology, & Physical Sciences	40%	\$4,260	SP 2014
R Rodriguez, Diana	M.A.	Lecturer	Languages and Literature	20%	\$2,130	SP 2014
R Sager, Nelson C.	Ph.D.	Professor Associate	Languages and Literature	50%	\$43,725	2014-15
R Sawyer, Jay M.	M.F.A.	Professor	Fine Arts & Communications	40%	\$4,260	SP 2014
R Scott, Marjorie	M.F.A.	Lecturer	Fine Arts & Communications	40%	\$4,260	SP 2014
R Spring, Susan	M.A.	Lecturer	Languages & Literature	80%	\$8,520	SP 2014
N Spring, Susan	M.A.	Lecturer	Languages & Literature	100%	\$30,000	2014-15
R Streckert, Lisa	M.A.	Lecturer	Fine Arts & Communications	39%	\$4,160	SP 2014
R Tegarden, Gregory J.	M.F.A.	Lecturer	Fine Arts & Communications	1.07%	\$11,360	SP 2014
N Tegarden, Gregory	M.F.A.	Lecturer	Fine Arts & Communication	100%	\$30,000	2014-15
N Waller, Rachael E.	M.F.A.	Lecturer	Fine Arts & Communication	20%	\$2,130	SP 2014

R	Walter, Matthew J.	M.A.	Lecturer	Behavioral & Social Sciences	40%	\$4,260	SP 2014
N	Wilson, William C.	M.A.	Lecturer	Fine Arts & Communication	20%	\$2,130	SP 2014

COLLEGE OF PROFESSIONAL STUDIES

R	Barak, Shaun H.	M.S.	Lecturer	Criminal Justice	20%	\$2,130	SP 2014
R	Bullock, Ray A	B.A.	Lecturer	Industrial Technology	20%	\$2,130	SP 2014
R	Coleman, Shirley M.	M.Ed.	Lecturer	Education	40%	\$4,260	SP 2014
R	Dingwell, Heath	Ph.D.	Lecturer	Criminal Justice	40%	\$4,260	SP 2014
R	Fish, Wade W.	Ph.D.	Lecturer	Education	60%	\$6,390	SP 2014
R	Fox, Caroline S.	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014
R	Hayes, Ronda J.	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014
R	Matthews, Robert C.	M.B.A.	Professor Lecturer and Asst. Football	Business Administration	50%	\$39,995	2014-15
N	McDonald, James	M.S.	Coach	Physical Education	100%	\$57,500	2014-15
R	Meyer, Ellen A.	M.A.	Lecturer Lecturer and Asst. Football	Business Administration	20%	\$2,130	SP 2014
N	Richardson, Clarence	M.Ed.	Coach	Physical Education	100%	\$37,500	2014-15
R	Rubin, Mark R.	Ph.D.	Lecturer	Criminal Justice	20%	\$2,130	SP 2014
R	Rueda, David J.	Ph.D.	Lecturer	Education	40%	\$4,260	SP 2014
R	Scown, Russell R.	M.A.	Lecturer	Criminal Justice	60%	\$6,390	SP 2014
R	Short, Glenn D.	M.Ed.	Lecturer	Education	40%	\$4,260	SP 2014
N	Spraggins, Lisette	M.Ed.	Lecturer Lecturer and Asst. Football	Education	20%	\$2,130	SP 2014
N	Stadler, Mark Alex	M.S.	Coach	Physical Education	100%	\$43,500	2014-15
N	Wadley, Cynthia Ann	M.Ed.	Lecturer	Education	40%	\$4,260	SP 2014
N	Washington, Antuan T.	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014
R	Wickersham, Leah E.	Ph.D.	Lecturer Lecturer and Asst. Football	Education	40%	\$4,260	SP 2014
N	Williams, Kyle	M.S.	Coach	Physical Education	100%	\$47,500	2014-15
N	Wren, Rebecca G.	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014

RIO GRANDE COLLEGE

N	Acuña-Ruiz, Valerie M.	M.A.	Lecturer	Humanities	20%	\$2,130	SP 2014
R	DeLaCruz, Amado	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014
R	Garza, Cristobal	M.A.	Lecturer Asst.	Humanities	20%	\$2,130	SP 2012
N	Gear, Maria G.	Ed.D.	Professor	Education	100%	\$45,000	2014-15
R	Hernandez, Sandra T.	M.Ed.	Lecturer	Education	20%	\$2,130	SP 2014
R	Kohut, Darren P.	M.Ed.	Lecturer	Natural & Behavioral Science	20%	\$2,130	SP 2014
R	Lewis, Pauline A.	Ed.D.	Lecturer	Education	40%	\$4,260	SP 2014
R	Overfelt, Robert C.	Ph.D.	Professor	Liberal Arts	50%	\$39,229	2014-15
R	Roethler, Jeremy S.	Ph.D.	Lecturer	Humanities	40%	\$4,260	SP 2014
R	Syring, George R.	Ph.D.	Lecturer	Humanities	40%	\$4,260	SP 2014
R	Vela, Joel E.	Ed.D.	Lecturer	Humanities	60%	\$6,390	SP 2014

R	Williamson, James M.	M.A.	Lecturer	Humanities	20%	\$2,130	SP 2014
R	Wood, James A.	Ed.D.	Lecturer	Education	40%	\$4,260	SP 2014

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Bergin, Edward, Technical Services Librarian, at a twelve months' salary rate of \$35,118, March 17, 2014.
2. Rayburn, John Paedric, Network Specialist, at a twelve months' salary rate of \$37,564, effective April 21, 2014.

### **CHANGES IN STATUS**

1. Arredondo, Paula, Network System Administrator to Senior Network System Administrator, at a twelve months' salary rate of \$45,000, effective March 1, 2014.
2. Stolz, Robert, Print Production Specialist to Webmaster, at a twelve months' salary rate of \$40,000, effective April 2, 2014.

### **RESIGNATIONS**

1. Petty, Grace, Counselor, June 2, 2014.
2. Urquidez, Rebecca, Associate Director of Records and Registration, April, 4, 2014.

### **RETIREMENTS**

1. Manning, Patricia, Environmental Science Technician, May 31, 2014.

### **COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. None to Report

**SRSU: CONTINUING ADMINISTRATION AND FACULTY 2014-2015:**

<b><u>Months</u></b>	<b><u>Name</u></b>	<b><u>Rank</u></b>	<b><u>Degree</u></b>	<b><u>Tenure</u></b>	<b><u>Exp</u></b>
<b>ADMINISTRATION</b>					
12	Quint Thurman, Interim President and Professor of Criminal Justice	Professor	Ph.D.	Yes	2
12	Jimmy W. Clouse, Associate V.P. for Facilities Planning, Construction and Operations,		B.S.		24
12	Jim Case, Interim Provost and V.P. for Academic and Student Affairs and Professor of Political Science	Professor	Ph.D.	Yes	33
12	Leo G. Dominguez, Associate V.P. for Student Life		M.B.A.		20
12	Denise Groves, V.P. for Enrollment Management		M.Ed.		2
12	David Gibson, Chief Information Officer		M.S.		1
12	Mary Beth Marks, Assistant V.P. for Enrollment Management		M.S.		1
12	John Paul Sorrels, Associate Provost and Dean Professor of Rio Grande College and Professor of Psychology		Ph.D.	Yes	3
12	Cesario E. Valenzuela, V.P. for Finance and Operations		M.B.A./ C.P.A.		30

**FACULTY****COLLEGE OF ARTS AND SCIENCES****Academic Center for Excellence**

9	Kathy Stein, Director	Assoc. Professor	Ed.D.	Yes	6
10.5	Sandra S. Chambers, Head Softball Coach	Lecturer	M.Ed.		7
9	Christopher Garcia	Lecturer	M.A.		8
9	Alex Hardison	Lecturer	B.S.		1
9	Julie Vega	Lecturer	M.A.		15

**Behavioral and Social Sciences**

9	Mark S. Saka, Interim Chair	Professor	Ph.D.	Yes	19
12	James W. Downing, Interim Dean of Arts and Sciences and Professor of Psychology	Professor	Ph.D.	Yes	22
9	Mark Emerson	Assoc. Professor	Ph.D.	Yes	7
9	Amy K. Moreland, Asst. Director of Institutional Research	Asst. Professor	Ph.D.		4
9	Judith A. Parsons, Special Asst. to the President	Assoc. Professor	M.A.	Yes	49
9	Andrea L. Powers	Assoc. Professor	Ph.D.	Yes	17
9	David Watson	Asst. Professor	Ph.D.	Yes	6
9	Paul A. Wright	Professor	Ph.D.	Yes	22

**Biology, Geology and Physical Sciences**

9	Christopher M. Ritzi, Chair	Assoc. Professor	Ph.D.	Yes	10
9	Ann Marie Hilscher	Visiting Lecturer	M.S.		3
9	Md Abul Kalam	Assoc. Professor	Ph.D.	Yes	7
9	Elizabeth A. Measures	Professor	Ph.D.	Yes	17
9	Martin Terry	Assoc. Professor	Ph.D.	Yes	11
9	Kevin M. Urbanczyk	Professor	Ph.D.	Yes	23
9	James C. Zech	Professor	Ph.D.	Yes	22

### **Computer Science and Mathematics**

9	Rafael Azuaje, Chair	Assoc. Professor	Ph.D.	Yes	9
9	Kris D. Jorgenson	Professor	Ph.D.	Yes	10
9	Angela Brown	Asst. Professor	Ph.D.		2
9	Usef Faghihi	Asst. Professor	Ph.D.		1
9	R. Victor Morgan, Jr.,	Professor	Ph.D.	Yes	39

### **Fine Arts and Communication**

9	Gregory M. Schwab, Chair	Professor	M.F.A.	Yes	26
9	Esther L. Rumsey	Professor	Ph.D.	Yes	13
9	Christopher L. Dobbins	Lecturer	M.M.		3
9	Heather Dobbins	Lecturer	M.M.		0
9	Avram C. Dumitrescu	Asst. Professor	M.A.A		2
9	Carol H. Fairlie	Professor	M.F.A.	Yes	18
9	Donald C. Freed	Professor	Ph.D.	Yes	9
9	Lawrence Andrew Lopez	Asst. Professor	M.F.A.		0
9	Lana Potts	Visiting Lecturer	M.A.		2
9	Dona W. Roman	Professor	M.F.A.	Yes	16
9	Bret Scott	Asst. Professor	M.F.A.		1
9	Gregory Tegarden	Lecturer	M.F.A.		0
9	Joseph Velasco	Asst. Professor	Ph.D.		7

### **Languages and Literature**

9	Sharon L. Hileman, Chair	Professor	Ph.D.	Yes	29
9	Rosemary Briseno	Asst. Prof	Ph.D.		1
9	Theron Francis	Asst. Prof	Ph.D.		1
9	Ilda N. Gonzales	Lecturer	M.A.		7
9	Laura Payne	Professor	Ph.D.	Yes	9
9	Francine R. Richter	Assoc. Professor	Ph.D.	Yes	21
9	Susan Spring	Lecturer	M.A.		0
9	Filemon Zamora	Asst. Professor	Ph.D.	Yes	5

## **COLLEGE OF PROFESSIONAL STUDIES**

### **Business Administration**

9	William C. Green, Chair	Professor	Ph.D.	Yes	20
9	Pamela C. Maret	Professor	Ph.D.	Yes	11
9	Linda S. McAnally	Lecturer	M.B.A.		29

### **Criminal Justice**

9	Robert J. Hunter, Chair	Assoc. Professor	Ph.D.	Yes	17
9	Lori L. Rubenser	Professor	Ph.D.	Yes	15
9	Liza Ware	Lecturer	M.S.		1

**Education**

12	Larry Guerrero, Dean of Professional Studies	Assoc. Professor	Ed.D.	Yes	2
12	Scarlet Clouse, Interim Director	Asst. Professor	M.Ed.		6
9	James N. Hector, Chair	Assoc. Professor	Ed.D.	Yes	9
9	Roger H. Grant	Professor	Ed.D.	Yes	27
10.5	Christopher Marks, Head Women's Basketball	Lecturer	M.A.		2
10.5	James McDonald, Assistant Football Coach	Lecturer	M.S.		0
10.5	Bobby Mesker, Head Baseball Coach and Interim Athletic Director	Lecturer	M.Ed.		6
9	Tamara Olive	Asst. Professor	Ph.D.		5
9	Galen Privitt	Assoc. Professor	Ed.D.		2
10.5	Charles D. Prude, Head Athletic Trainer	Lecturer	M.Ed.		16
9	Jeanne Qvarnstrom	Asst. Professor	Ed.D.		2
10.5	Clarence Richardson, Assistant Football Coach,	Lecturer	M.Ed.		0
10.5	Dewayne Roberts, Head Volleyball Coach	Lecturer	M.S.		0
9	Rebecca Ann Scholsser	Assoc. Professor	Ed.D.	Yes	8
9	Patricia Rita Seawell	Asst. Professor	Ph.D.		4
10.5	Mark Alex Stadler, Assistant Football Coach	Lecturer	M.S.		0
9	Barbara Tucker	Asst. Professor	Ph.D.		3
10.5	Kyle Williams, Assistant Football Coach	Lecturer	M.S.		0
10.5	Greg A. Wright, Head Men's Basketball Coach	Lecturer	M.S.		8

**Industrial Technology**

9	Scott J. Wasserman, Chair	Instructor	B.S.		3
9	Mazie E. Will	Assoc. Professor	M.S./ C.P.S.	Yes	35

**Vocational Nursing**

12	Krista Powell, Director of Vocational Nursing	Lecturer			
12	Kristin B. Wright, Clinical Instructor	Lecturer	L.P.N.		8

**COLLEGE OF AGRICULTURAL AND NATURAL RESOURCES SCIENCES****Animal Science**

9	Paul A. Will, Chair	Professor	Ph.D.	Yes	36
9	Virginia Elliott	Asst. Professor	D.V.M.		1
9	Scott A. Ericsson	Professor	Ph.D.	Yes	22
9	Christopher Estेpp	Asst. Professor	Ph.D.		2
9	Bryon Housewright	Asst. Professor	Ph.D.		2

**Natural Resource Management**

12	Robert J. Kinucan, Dean of Agricultural and Natural Resource Sciences	Professor	Ph.D.	Yes	26
9	Bonnie J. Warnock, Chair	Professor	Ph.D.	Yes	14
12	Louis A. Harveson, Dir. of Rio Grande Research	Professor	Ph.D.	Yes	16
9	Patricia M. Harveson	Assoc. Professor	Ph.D.	Yes	7
9	Ryan Luna	Asst. Professor	Ph.D.		1

**RIO GRANDE COLLEGE**

<b>Business Administration</b>					
9	Terry C. Carson, Chair	Professor	D.B.A.	Yes	15
9	Efrain Adames	Assoc. Professor	M.P.A.	Yes	11
9	Edison Moura	Professor	D.B.A.	Yes	7
9	Randal H. Stitts	Professor	Ph.D.	Yes	23
<b>Education</b>					
12	Dorman W. Moore, Director	Professor	Ph.D.	Yes	7
9	Clay E. Baulch	Assoc. Professor	Ed.D.	Yes	9
9	Maria G. Gear	Asst. Professor	Ed.D.		0
9	Monica E. Guitierrez	Professor	Ph.D.	Yes	11
9	Miriam Muniz-Quiz	Professor	Ph.D.	Yes	14
9	Fernando Z. Quiz	Professor	Ph.D.	Yes	14
9	Todd T. Russell	Professor	Ph.D.	Yes	16
9	Gina Stocks	Asst. Professor	Ph.D.		6
9	Timothy L.-Y. Wilson	Professor	Ed.D.	Yes	21
<b>Humanities</b>					
9	Sarah Roche- Moreman, Chair	Professor	Ph.D.	Yes	15
9	Jorge A. Hernandez	Professor	Ph.D.	Yes	17
9	Gregory B. Stone	Professor	Ph.D.	Yes	24
9	Donald W. Walden	Professor	Ph.D.	Yes	13
<b>Natural and Behavioral Sciences</b>					
9	Patricia Nicosia, Chair	Professor	Ph.D.	Yes	12
9	Ferris R. Byxbe	Professor	Ph.D.	Yes	12
9	Tiffany Culver	Assoc. Professor	Ph.D.	Yes	5
9	Daniel H. Foley III	Professor	Ph.D.	Yes	11
9	Michael Ortiz	Asst. Professor	Ph.D.		5
9	Martin Urbina	Professor	Ph.D.		5
9	Wesley D. Wynne	Professor	Ph.D.	Yes	11



## Texas State University

### FACULTY PERSONNEL CHANGES

#### **CHANGES IN STATUS**

1. Beebe, Steven A., from Chair and Regents' Professor, Communication Studies, to Regents' Professor, Communication Studies effective August 1, 2014.
2. Brittain, Vicki S., from Chair and Professor, Political Science, to Professor, Political Science effective September 1, 2014.
3. Brooks, Matthew S., from Associate Professor, Health Administration, to Director and Associate Professor, Health Administration effective September 1, 2014.
4. Grasso, Kenneth L., from Professor, Political Science, to Chair and Professor, Political Science effective September 1, 2014.
5. Hanks, Craig, from Professor, Philosophy, to Chair and Professor, Philosophy effective September 1, 2014.
6. Luizzi, Vincent L., Chair and Professor, Philosophy, to Professor, Philosophy effective September 1, 2014.
7. Moczygemba, Jacqueline A., from Interim Chair and Associate Professor, Health Information Management, to Chair and Associate Professor, Health Information Management June 1, 2014.
8. Villagran, Melinda M., from Professor, Communication Studies, to Chair and Professor, Communication Studies effective August 1, 2014.

#### **DECEASED**

1. Caldwell, Sally, Associate Professor, Sociology, effective January 31, 2014.

#### **RESIGNATIONS**

1. Rosario, Nelly A., Assistant Professor, English, effective May 31, 2014.

#### **RETIREMENT**

1. Biedermann, Sue E., Associate Professor, Health Information Management, effective August 31, 2014.
2. Day, Frederick A., Professor, Geography, effective August 31, 2014.
3. Farr, Gerald G., Assistant Professor, Biology, effective August 31, 2014.
4. Goodwin, Marilyn, Associate Professor, Curriculum and Instruction, effective July 15, 2015.
5. Laman, Jene T., Professor, Family and Consumer Sciences, effective May 31, 2014.
6. Longley, Glenn, Professor of Biology and Director of the Edwards Aquifer Research and Data Center, effective August 31, 2014.

#### **APPOINTMENT WITH TENURE**

1. Boucher, Brenda K., Associate Professor of Physical Therapy, effective September 1, 2014.
2. Hardy, Thomas, Professor of Biology and Meadows Endowed Professor of Environmental Flows, effective September 1, 2014.
3. Kacmar, K. Michele, Professor of Management and Jerry D. and Linda Gregg Fields Endowed Chair in Ethics and Corporate Responsibility, effective September 1, 2014.
4. Lane, Laura, Associate Professor of Theatre and Dance, effective September 1, 2014.

#### **APPOINTMENT OF RELATIVES**

1. Hennessy, Michael J., Dean of the College of Liberal Arts and Susan D. Tilka, Senior Lecturer of English.
2. Holtz, Mark W., Professor of Physics and University Chair in Materials Science, Engineering, and Commercialization and Susan L. Holtz, Senior Lecturer of Physics.
3. Myers, Thomas H., II, Interim Chair of the Department of Physics and Director of the Materials Sciences, Engineering, and Commercialization Program and Odille C.N. Myers, Grant Specialist in the Department of Physics.
4. Smart, Denise T., Dean of the McCoy College of Business Administration and Dennis L. Smart, Associate Professor of Management.
5. Watkins, Ann L. Chair and Professor of Accounting and Charles K. Kebodeaux, Lecturer of Accounting.

6. Wescott, Daniel J., Associate Professor of Anthropology and Deborah L. Cunningham, Lecturer of Anthropology.

**PROMOTIONS:** (to become effective September 1, 2014)

From: Associate Professor to Professor

Dr. Lori Czap Assaf, Department of Curriculum and Instruction  
Dr. Jodi P. Holschuh, Department of Curriculum and Instruction  
Dr. Marian L. Houser, Department of Communication Studies  
Dr. Susan L. Kirby, Department of Management  
Dr. Lysle Lewis, Department of Chemistry and Biochemistry  
Dr. Lisa Kay Lloyd, Department of Health and Human Performance  
Dr. Sarah W. Nelson, Department of Counseling, Leadership, Adult Education, and School Psychology  
Dr. Teya Rosenberg, Department of English  
Dr. Miriam F. Williams, Department of English  
Dr. Lijun Yuan, Department of Philosophy

From: Assistant Professor to Associate Professor

Dr. Mira Ahn, School of Family and Consumer Sciences  
Mrs. Ana Carrillo Baer, Department of Theatre and Dance  
Dr. Caroline C. Beatty, School of Music  
Dr. Elizabeth A. Bishop, Department of History  
Dr. Joellen E. Coryell, Department of Counseling, Leadership, Adult Education, and School Psychology  
Dr. Agustin Cuadrado, Department of Modern Languages  
Dr. Kimberlee Davis, School of Family and Consumer Sciences  
Dr. Paul R. DeHart, Department of Political Science  
Dr. Celeste A. Domsch, Department of Communication Disorders  
Mr. Douglas K. Dorst, Department of English  
Mr. Thomas C. Fitzpatrick, School of Art and Design  
Dr. Ju Gao, Department of Computer Science  
Dr. Jeff M. Housman, Department of Health and Human Performance  
Dr. Jiong Hu, Department of Engineering Technology  
Dr. Jennifer A. Irvin, Department of Chemistry and Biochemistry  
Ms. Regina Jillapalli, School of Nursing  
Dr. Soon Jae Lee, Department of Engineering Technology  
Dr. Minda M. Lopez, Department of Curriculum and Instruction  
Dr. Yijuan Lu, Department of Computer Science  
Ms. Sarah Maines, Department of Theatre and Dance  
Dr. Martin G. McCain, School of Music  
Dr. Alexander Y. Muk, School of Journalism and Mass Communication  
Dr. Christine L. Norton, School of Social Work  
Mr. Thomas L. Patterson, Clinical Laboratory Science Program  
Dr. Charise N. Pimentel, Department of Curriculum and Instruction  
Dr. Margot C. Quijano, Department of Finance and Economics  
Mr. Gerald D. Redwine, Clinical Laboratory Science Program  
Mr. Jason A. Reed, School of Art and Design  
Dr. Joaquin Rivaya-Martinez, Department of History  
Mrs. Claudia Roeschmann, School of Art and Design  
Dr. Amy C. Russell, School of Social Work  
Dr. Jane M. Saunders, Department of Curriculum and Instruction  
Dr. Benjamin F. Schwartz, Department of Biology  
Dr. Nikoleta Theodoropoulou, Department of Physics  
Dr. Joseph A. Veech, Jr., Department of Biology  
Dr. Tiankai Wang, Department of Health Information Management

**TENURE:** (to become effective September 1, 2014)

Dr. Mira Ahn, School of Family and Consumer Sciences  
 Mrs. Ana Carrillo Baer, Department of Theatre and Dance  
 Dr. Caroline C. Beatty, School of Music  
 Dr. Elizabeth A. Bishop, Department of History  
 Dr. Matthew S. Brooks, School of Health Administration  
 Dr. Joellen E. Coryell, Department of Counseling, Leadership, Adult Education, and School Psychology  
 Dr. Agustin Cuadrado, Department of Modern Languages  
 Dr. Kimberlee Davis, School of Family and Consumer Sciences  
 Dr. Paul R. DeHart, Department of Political Science  
 Dr. Celeste A. Domsch, Department of Communication Disorders  
 Mr. Douglas K. Dorst, Department of English  
 Mr. Thomas C. Fitzpatrick, School of Art and Design  
 Dr. Ju Gao, Department of Computer Science  
 Dr. Jeff M. Housman, Department of Health and Human Performance  
 Dr. Jiong Hu, Department of Engineering Technology  
 Dr. Jennifer A. Irvin, Department of Chemistry and Biochemistry  
 Dr. Soon Jae Lee, Department of Engineering Technology  
 Dr. Minda M. Lopez, Department of Curriculum and Instruction  
 Dr. Yijuan Lu, Department of Computer Science  
 Ms. Sarah Maines, Department of Theatre and Dance  
 Dr. Martin G. McCain, School of Music  
 Dr. Alexander Y. Muk, School of Journalism and Mass Communication  
 Dr. Christine L. Norton, School of Social Work  
 Mr. Thomas L. Patterson, Clinical Laboratory Science Program  
 Dr. Charise N. Pimentel, Department of Curriculum and Instruction  
 Dr. Margot C. Quijano, Department of Finance and Economics  
 Mr. Gerald D. Redwine, Clinical Laboratory Science Program  
 Mr. Jason A. Reed, School of Art and Design  
 Dr. Joaquin Rivaya-Martinez, Department of History  
 Mrs. Claudia Roeschmann, School of Art and Design  
 Dr. Amy C. Russell, School of Social Work  
 Dr. Jane M. Saunders, Department of Curriculum and Instruction  
 Dr. Benjamin F. Schwartz, Department of Biology  
 Dr. Nikoleta Theodoropoulou, Department of Physics  
 Dr. Joseph A. Veech, Jr., Department of Biology  
 Dr. Tiankai Wang, Department of Health Information Management  
 Dr. Daniel J. Wescott, Department of Anthropology

**CONTINUING FACULTY 2014-2015**

<b><u>NAME</u></b>	<b><u>RANK</u></b>	<b><u>DEGREE</u></b>	<b><u>TENURE</u></b>	<b><u>EXP.</u></b>
<b>COLLEGE OF APPLIED ARTS</b>				
<b>Department of Agriculture</b>				
Angirasa, Aditi Chair	Professor	Ph.D.	Yes	24
Cade, Tina	Professor	Ph.D.	Yes	13
Rahe, Charles Hardin	Professor	Ph.D.	Yes	15 ½
Richardson, C. Reed	Professor	Ph.D.	Yes	8
Morrish, Douglas G.	Assoc. Professor	Ph.D.	Yes	9
Lange, Kelly Y.	Asst. Professor	Ph.D.		1
Mix, Kenneth D.	Asst. Professor	Ph.D.		3
Saucier, Philip R.	Asst. Professor	Ph.D.		4

**School of Criminal Justice**

Sellers, Christine Director	Professor	Ph.D.	Yes	1
Chamlin, Mitchell	Professor	Ph.D.	Yes	4
Felson, Marcus K.	Professor	Ph.D.	Yes	3½
Jamieson, Jay D.	Professor	Ph.D.	Yes	28
Mijares, Tomas C.	Professor	Ph.D.	Yes	24
Mullins, Wayman C.	Professor	Ph.D.	Yes	30
Perkins, David B.	Professor	J.D.	Yes	26
Pollock, Joycelyn M.	Professor	Ph.D.	Yes	21
Rossmo, Kim	Professor	Ph.D.	Yes	11
Stafford, Mark C.	Professor	Ph.D.	Yes	6
Stone, William E.	Professor	Ph.D.	Yes	33
Withrow, Brian L.	Professor	Ph.D.	Yes	5
Blair, John P.	Assoc. Professor	Ph.D.	Yes	7
Bowman, Scott W.	Assoc. Professor	Ph.D.	Yes	8
Cancino, Jeffrey M.	Assoc. Professor	Ph.D.	Yes	9
Martinez, Pablo	Assoc. Professor	Ph.D.	Yes	12
McLaren, John A.	Assoc. Professor	J.D.	Yes	35½
Sanders, Beth A.	Assoc. Professor	Ph.D.	Yes	5
Vandiver, Donna	Assoc. Professor	Ph.D.	Yes	7
Summers Rodriguez, Lucia S.	Asst. Professor	Ph.D.		1
Supancic, P. Michael	Asst. Professor	Ph.D.	Yes	19
Vasquez, Bob E.	Asst. Professor	Ph.D.		5

**School of Family and Consumer Sciences**

Runyan, Rodney C. Director	Professor	Ph.D.	Yes	2
Allen, Judy L.	Professor	Ph.D.	Yes	35
Crixell, Sylvia L.	Professor	Ph.D.	Yes	23 ½
Friedman, B.J.	Professor	Ph.D.	Yes	29
Toews, Michelle L.	Professor	Ph.D.	Yes	13
Vattem, Dhiraj A.	Professor	Ph.D.	Yes	10
Blunk, Elizabeth M.	Assoc. Professor	Ph.D.	Yes	28
Dedek, Peter B.	Assoc. Professor	Ph.D.	Yes	11
Hegde Niezgodha, Asha Latha	Assoc. Professor	Ph.D.	Yes	13
Hill, Caroline	Assoc. Professor	M.S.	Yes	9
Hustvedt, Gwendolyn	Assoc. Professor	Ph.D.	Yes	8
Lane, Michelle A.	Assoc. Professor	Ph.D.	Yes	6
Sullivan, Pauline M.	Assoc. Professor	Ph.D.		4
Adams, Kirstie A.	Asst. Professor	Ph.D.		3
Alfaro, Edna C.	Asst. Professor	Ph.D.		1
Ahn, Mira	Asst. Professor	Ph.D.		6
Biediger-Friedman, Lesli	Asst. Professor	Ph.D.		2
Davis, Kimberlee	Asst. Professor	Ph.D.		7
Delgado, Melissa Y.	Asst. Professor	Ph.D.		4
Kang, Jiyun	Asst. Professor	Ph.D.		4
Ryu, Jay S.	Asst. Professor	Ph.D.		4

**Department of Occupational, Workforce, and Leadership Studies**

Boden-McGill, Carrie J. Chair	Assoc. Professor	Ph.D.	Yes	2
Springer, Stephen B.	Assoc. Professor	Ph.D.	Yes	31
Dietz, Albert S.	Asst. Professor	Ph.D.		10
Eichler, Matthew A.	Asst. Professor	Ph.D.		5
Lopez, Omar S.	Asst. Professor	Ph.D.		5

**School of Social Work**

Noble, Dorinda N. Director	Professor	Ph.D.	Yes	13
Chavkin, Nancy F.	Regents' Professor	Ph.D.	Yes	25
Hawkins, Catherine A.	Professor	Ph.D.	Yes	23
Knox, Karen S.	Professor	Ph.D.	Yes	19
Selber, Katherine	Professor	Ph.D.	Yes	17
Ausbrooks, Angela R.	Assoc. Professor	Ph.D.	Yes	14
Biggs, Mary Jo	Assoc. Professor	Ph.D.	Yes	10
Jones, Sally	Assoc. Professor	Ph.D.	Yes	12
Travis, Raphael, Jr.	Assoc. Professor	D.P.H.	Yes	7
Benton, Amy D.	Asst. Professor	Ph.D.		4
Deepak, Anne C.	Asst. Professor	Ph.D.		7
Norton, Christine L.	Asst. Professor	Ph.D.		6
Russell, Amy C.	Asst. Professor	Ph.D.		6
Smith, Kenneth S.	Asst. Professor	Ph.D.		2
Wisner, Betsy L.	Asst. Professor	Ph.D.		6

**MCCOY COLLEGE OF BUSINESS ADMINISTRATION**

**Department of Accounting**

Watkins, Ann L. Chair	Professor	Ph.D.	Yes	2
Montondon, Lucille M.	Professor	Ph.D.	Yes	25
Morris, Roselyn E.	Professor	Ph.D.	Yes	22
Raiborn, Cecily A.	Professor	Ph.D.	Yes	8
Rutledge, Robert W.	Professor	Ph.D.	Yes	13 ½
Thompson, Steven C.	Professor	Ph.D.	Yes	10
Butler, Janet B.	Assoc. Professor	Ph.D.	Yes	11
Campbell, Linda J.	Asst. Professor	Ph.D.		5
Cannon, Nathan H.	Asst. Professor	Ph.D.		1
Martin, Kasey	Asst. Professor	Ph.D.		5

**Department of CIS and Quantitative Methods**

Wierschem, David C. Chair	Assoc. Professor	Ph.D.	Yes	4
Davis, Robert A.	Professor	Ph.D.	Yes	12
Mehta, Mayur R.	Professor	Ph.D.	Yes	32 ½
Shah, Vivek P.	Professor	Ph.D.	Yes	29 ½
Lee, Hsun Ming	Assoc. Professor	Ph.D.	Yes	10
Long, Ju	Assoc. Professor	Ph.D.	Yes	10
Mendez, Francis A.	Assoc. Professor	Ph.D.	Yes	9
Ploeger, Kristen G.	Assoc. Professor	Ph.D.	Yes	31
Shah, Jaymeen	Assoc. Professor	Ph.D.	Yes	12
Sivitanides, Marcos P.	Assoc. Professor	Ph.D.	Yes	25
White, Garry	Assoc. Professor	Ph.D.	Yes	17
Ekin, Tahir	Asst. Professor	Ph.D.		2
Fulton, Lawrence V.	Asst. Professor	Ph.D.		4
Musal, Rasim M.	Asst. Professor	Ph.D.		5
Visinescu, Lucian L.	Asst. Professor	Ph.D.		1

**Department of Finance and Economics**

Showalter, Dean Interim Chair	Assoc. Professor	Ph.D.	Yes	19
Bible, Jon D.	Professor	J.D.	Yes	29
Gowens, Paul R.	Professor	Ph.D.	Yes	34
Kishan, Ruby P.	Professor	Ph.D.	Yes	28
LeSage, James	Professor	Ph.D.	Yes	8
Mogab, John W.	Professor	Ph.D.	Yes	33
Pattison, Patricia	Professor	J.D.	Yes	11
Sanders, Donald E.	Professor	J.D.	Yes	35
Charles, Joni S. J.	Assoc. Professor	Ph.D.	Yes	30
Chittenden, William T.	Assoc. Professor	Ph.D.	Yes	14
Lesseig, Vance	Assoc. Professor	Ph.D.	Yes	9
Moon, Kenneth	Assoc. Professor	Ph.D.	Yes	8
Payne, Janet	Assoc. Professor	Ph.D.	Yes	13
Popova, Ivilina T.	Assoc. Professor	Ph.D.	Yes	6
Stokes, Alexis	Assoc. Professor	J.D.	Yes	9
Tanner, Glenn	Assoc. Professor	Ph.D.	Yes	15
Vacaflares Rivero, Diego E.	Assoc. Professor	Ph.D.	Yes	7
Yi, Ha Chin	Assoc. Professor	Ph.D.	Yes	12
Feng, Li	Asst. Professor	Ph.D.		6
Hood, Matthew E.	Asst. Professor	Ph.D.		3
McClung, Bruce A.	Asst. Professor	Ph.D.	Yes	29
Ojede, Andrew	Asst. Professor	Ph.D.		1
Quijano, Margot C.	Asst. Professor	Ph.D.		6
Trinidad, Jose	Asst. Professor	Ph.D.	Yes	21
You, Leyuan	Asst. Professor	Ph.D.		5

**Department of Management**

Rechner, Paula L. Chair	Professor	Ph.D.	Yes	9
Bell, James D.	Professor	Ph.D.	Yes	29
Kirby, Eric	Professor	Ph.D.	Yes	15
Minifie, Jana R.	Professor	Ph.D.	Yes	26
Temponi, Cecilia	Professor	Ph.D.	Yes	21
Keeffe, Michael J.	Assoc. Professor	Ph.D.	Yes	15
Kirby, Susan L.	Assoc. Professor	Ph.D.	Yes	15
Konopaske, Arthur R.	Assoc. Professor	Ph.D.	Yes	6
Miller, Brian Keith	Assoc. Professor	Ph.D.	Yes	9
Nicols, Kay M.	Assoc. Professor	Ph.D.	Yes	12
Smart, Dennis L.	Assoc. Professor	Ph.D.	Yes	9

**Department of Marketing**

Fisk, Raymond P. Chair	Professor	Ph.D.	Yes	7
Smith, Karen H.	Professor	Ph.D.	Yes	21
Taylor, Ruth A.	Professor	Ph.D.	Yes	27
Badrinarayanan, Vishag A.	Assoc. Professor	Ph.D.	Yes	9
Becerra, Enrique P.	Assoc. Professor	Ph.D.	Yes	9
Natesan, N. Chinna	Assoc. Professor	Ph.D.	Yes	22
Sierra, Jeremy J.	Assoc. Professor	Ph.D.	Yes	7
Suh, Taewon	Assoc. Professor	Ph.D.	Yes	11
Zank, Gail M.	Assoc. Professor	Ph.D.	Yes	13
Jillapalli, Ravi K.	Asst. Professor	Ph.D.		6
Rayburn, Steven W.	Asst. Professor	Ph.D.		1
Turri, Anna M.	Asst. Professor	Ph.D.		3

**COLLEGE OF EDUCATION****Department of Counseling, Leadership, Adult Education and School Psychology**

O'Malley, Michael P. Interim Chair	Assoc. Professor	Ph.D.	Yes	6
Brooks, Ann	Professor	Ed.D.	Yes	10
Fall, Kevin A.	Professor	Ph.D.	Yes	6
Gordon, Stephen P.	Professor	Ed.D.	Yes	20
Homeyer, Linda E.	Professor	Ph.D.	Yes	18
Lasser, Jon S.	Professor	Ph.D.	Yes	12
Plotts, Cynthia	Professor	Ph.D.	Yes	16
Price, Larry R.	Professor	Ph.D.	Yes	13
Ross-Gordon, Jovita M.	Professor	Ed.D.	Yes	13
Schmidt, Eric A.	Professor	Ph.D.	Yes	15
Waite, Duncan	Professor	Ph.D.	Yes	14
Beckenbach, John Anthony	Assoc. Professor	Ed.D.	Yes	9
Bennett, Marion Morrison	Assoc. Professor	Ph.D.	Yes	8
Connolly, Colleen M.	Assoc. Professor	Ph.D.	Yes	15 ½

Guajardo, Miguel	Assoc. Professor	Ph.D.	Yes	10
Guerra, Patricia L.	Assoc. Professor	Ph.D.	Yes	11
Larrotta, Clarena	Assoc. Professor	Ph.D.	Yes	8
Nelson, Sarah W.	Assoc. Professor	Ph.D.	Yes	12
Patrick, Shawn J.	Assoc. Professor	Ed.D.	Yes	9
Reardon, Robert F.	Assoc. Professor	Ph.D.	Yes	8
Stewart, Paul B., III	Assoc. Professor	Ph.D.	Yes	3
Ybanez-Llorente, Kathy	Assoc. Professor	Ph.D.	Yes	7
Aidman, Barry J.	Asst. Professor	Ph.D.		1
Coryell, Joellen E.	Asst. Professor	Ph.D.		3
Eberts, Stephanie E.	Asst. Professor	Ph.D.		4
Fulton, Cheryl L.	Asst. Professor	Ph.D.		1
Haber-Curran, Paige	Asst. Professor	Ph.D.		3
Jantz, Paul B.	Asst. Professor	Ph.D.		3
Kjellstrand, Elizabeth K.	Asst. Professor	Ph.D.		2
Martinez, Melissa A.	Asst. Professor	Ph.D.		2½
Oliver, John A.	Asst. Professor	Ph.D.		4
Vega, Desiree	Asst. Professor	Ph.D.		1

**Department of Curriculum and Instruction**

Werner, Patrice H. Chair	Assoc. Professor	Ph.D.	Yes	26
Aragon, Steven R.	Professor	Ph.D.	Yes	4
Ash, Gwynne E.	Professor	Ph.D.	Yes	10
Caverly, David C.	Professor	Ph.D.	Yes	25
Fite, Kathleen E.	Professor	Ed.D.	Yes	41
Huling, Leslie L.	Professor	Ed.D.	Yes	28
Johannessen, Bertha G.	Professor	Ed.D.	Yes	5
Martin, Gordon E.	Professor	Ed.D.	Yes	33
Paulson, Eric J.	Professor	Ph.D.	Yes	4
Scheuermann, Brenda K.	Professor	Ph.D.	Yes	26
Wheeler, Larry J.	Professor	Ed.D.	Yes	33
Allsup, Roxane C.	Assoc. Professor	Ph.D.	Yes	13
Assaf, Lori C.	Assoc. Professor	Ph.D.	Yes	11
Bond, J. Nathan	Assoc. Professor	Ph.D.	Yes	16
Bos, Beth	Assoc. Professor	Ed.D.	Yes	7
Boutot, E. Amanda	Assoc. Professor	Ph.D.	Yes	8
Byrum, David C.	Assoc. Professor	Ph.D.	Yes	25
De la Colina, Maria G.	Assoc. Professor	Ph.D.	Yes	11
Delaney, Carol	Assoc. Professor	Ph.D.	Yes	7½
Dickinson, Gail	Assoc. Professor	Ph.D.	Yes	6
Gainer, Jesse S.	Assoc. Professor	Ph.D.	Yes	9
Garza, Ruben	Assoc. Professor	Ph.D.	Yes	12
Hodges, Russell B.	Assoc. Professor	Ed.D.	Yes	28
Holschuh, Jodi P.	Assoc. Professor	Ph.D.	Yes	5
Huerta, Mary E.	Assoc. Professor	Ph.D.	Yes	8
Jackson, Julie	Assoc. Professor	Ph.D.	Yes	8
Joseph, Dennis G.	Assoc. Professor	Ed.D.	Yes	27



Lee, Kathryn S.	Assoc. Professor	Ph.D.	Yes	15
O'Neal, Sharon F.	Assoc. Professor	Ph.D.	Yes	13½
Payne, Emily M.	Assoc. Professor	Ed.D.	Yes	26
Resta, Virginia K.	Assoc. Professor	Ph.D.	Yes	23
Summers, Emily J.	Assoc. Professor	Ed.D.	Yes	9
Acee, Taylor W.	Asst. Professor	Ph.D.		5
Billingsley, Glenna M.	Asst. Professor	Ph.D.		2
Ciullo, Stephen P.	Asst. Professor	Ph.D.		2
Kinard, Timothy A.	Asst. Professor	Ph.D.		8
Lang, Russell B.	Asst. Professor	Ph.D.		4
Lopez, Minda M.	Asst. Professor	Ph.D.		8
Maldonado, Luz A.	Asst. Professor	Ph.D.		1
Ortiz, Araceli M.	Asst. Professor	Ph.D.		2
Pimentel, Charise N.	Asst. Professor	Ph.D.		9
Saunders, Jane M.	Asst. Professor	Ph.D.		6 ½
Smith, Shaunna F.	Asst. Professor	Ed.D.		2
Van Overschelde, James P.	Asst. Professor	Ph.D.		2
Waite, Susan F.	Asst. Professor	Ed.D.	Yes	15

**Department of Health and Human Performance**

Knudson, Duane V. Chair	Professor	Ph.D.	Yes	5
Furney, Steven R.	University Distinguished Professor	Ed.D.	Yes	34
Harter, Rod A.	Professor	Ph.D.	Yes	5
Meaney, Karen S.	Professor	Ed.D.	Yes	5
Murray, Tinker D.	Professor	Ph.D.	Yes	30
Pankey, Robert B.	Professor	Ed.D.	Yes	14
Ransone, John W.	Professor	Ph.D.	Yes	11
Walker, John L.	Professor	Ed.D.	Yes	22
Wiley, David C.	Professor	Ph.D.	Yes	26
Awoniyi, Stephen A.	Assoc. Professor	Ph.D.	Yes	15
Hamilton, Michelle	Assoc. Professor	Ph.D.	Yes	13
Hodges, Janet S.	Assoc. Professor	Ph.D.	Yes	4
Litchke, Lyn G.	Assoc. Professor	Ph.D.	Yes	12
Lloyd, Lisa K.	Assoc. Professor	Ph.D.	Yes	16
McCurdy, Kevin W.	Assoc. Professor	Ph.D.	Yes	8
Vela, Luzita Isabel	Assoc. Professor	Ph.D.	Yes	7
Williams, James S.	Assoc. Professor	Ph.D.	Yes	5
Zimmerman, Jo An	Assoc. Professor	Ph.D.	Yes	7
An, Jihoun	Asst. Professor	Ph.D.		4
Griffin, Luther K.	Asst. Professor	Ph.D.		1
Housman, Jeff M.	Asst. Professor	Ph.D.		6
Kim, Kyung Min	Asst. Professor	Ph.D.		2
Liu, Ting	Asst. Professor	Ph.D.		5
Joni A. Mettler	Asst. Professor	Ph.D.		2
Williams, Ronald D., Jr.	Asst. Professor	Ph.D.		1

**COLLEGE OF FINE ARTS AND COMMUNICATION****School of Art and Design**

Niblett, Michael L. Director	Professor	M.F.A.	Yes	4
Berno, Thomas C.	Professor	M.F.A.	Yes	13
Colombik, Roger B.	Professor	M.F.A.	Yes	26
Conroy, Michel L.	Professor	M.F.A.	Yes	32
Davis, Jeffrey G.	Professor	M.F.A.	Yes	16
Dell, Jeffrey	Professor	M.F.A.	Yes	14
Meek, William	Professor	M.F.A.	Yes	24
Nielsen, Erik A.	Professor	Ph.D.	Yes	43
Penn, Beverly	Professor	M.F.A.	Yes	24
Reid, Randall T.	Professor	M.F.A.	Yes	26
Todd, Mark E.	Professor	M.F.A.	Yes	36
Duganne, Erina D.	Assoc. Professor	Ph.D.	Yes	8
Fauerso, Johanna R.	Assoc. Professor	M.F.A.	Yes	7
Sterling, Holly H.	Assoc. Professor	B.F.A.	Yes	19
Stone, Barry D.	Assoc. Professor	M.F.A.	Yes	7
Davis, Natalie L.	Asst. Professor	M.F.A.		1
Evans-Palmer, Teri E.	Asst. Professor	Ph.D.		10
Fantauzza-Coffin, Jill M.	Asst. Professor	Ph.D.		1
Fitzpatrick, Thomas C.	Asst. Professor	M.F.A.		4
Lawrence, Grayson B.	Asst. Professor	M.F.A.		10
Newton, Roselynn M.	Asst. Professor	M.F.A.		7
Reed, Jason A.	Asst. Professor	M.F.A.		6
Rodda, Elizabeth C.	Asst. Professor	M.F.A.		2
Roeschmann, Claudia	Asst. Professor	M.F.A.		11
Tarver, Gina M.	Asst. Professor	Ph.D.		5
Wright, Maia J.	Asst. Professor	M.F.A.		4

**Department of Communication Studies**

Villagran, Melinda M. Chair	Professor	Ph.D.	Yes	2
Beebe, Steven A.	Regents' Professor	Ph.D.	Yes	28
Keeley-Vassberg, Maureen	Professor	Ph.D.	Yes	19
Mandziuk, Roseann M.	Professor	Ph.D.	Yes	27
Salem, Philip J.	Professor	Ph.D.	Yes	40
Burnette, Ann E.	Assoc. Professor	Ph.D.	Yes	22
Houser, Marian L.	Assoc. Professor	Ph.D.	Yes	11
Burke, Patricia J.	Asst. Professor	Ph.D.		1
Fox, Rebekah L.	Asst. Professor	Ph.D.		5

**School of Journalism and Mass Communication**

Oskam, Judith B. Director	Professor	Ed.D.	Yes	8
Grimes, Thomas	Professor	Ph.D.	Yes	7
Peirce, Kate L.	Professor	Ph.D.	Yes	25

Rao, Sandhya	Professor	Ph.D.	Yes	22
Smith, Bruce	Professor	Ed.D.	Yes	14
England, Michael T.	Assoc. Professor	Ph.D.	Yes	21
Fluker, Laurie H.	Assoc. Professor	Ph.D.	Yes	25
Niekamp, Raymond	Assoc. Professor	Ph.D.	Yes	14
Royal, Cindy L.	Assoc. Professor	Ph.D.	Yes	8
Walsh, Francis E.	Assoc. Professor	J.D.	Yes	20
Weill, Susan	Assoc. Professor	Ph.D.	Yes	12
Muk, Alexander Y.	Asst. Professor	Ph.D.		6 ½
Taylor, Elizabeth L.	Asst. Professor	Ph.D.		1
Yang, Mengchieh	Asst. Professor	Ph.D.		4

**School of Music**

Clark, Thomas S. Director	Professor	D.M.A.	Yes	6
Brinckmeyer, Lynn	Professor	Ph.D.	Yes	9
Cavitt, Mary E.	Professor	Ph.D.	Yes	8
Davidson, Ian B.	Professor	D.M.A.	Yes	23
Gonzalez, Genaro	Professor	M.M.	Yes	32
Hager, H. Stephen	Professor	M.M.	Yes	31
Hurt, Charles R.	Professor	M.M.	Yes	37
Jones, Adah T.	Professor	D.M.A.	Yes	32
Laumer, Jack C.	Professor	M.M.	Yes	37
Ledbetter, Lynn F.	Professor	D.M.A.	Yes	20
Martin, Joey	Professor	D.M.A.	Yes	14
Schmidt, John C.	Professor	Ph.D.	Yes	37
Schuler, Nico	Professor	Ph.D.	Yes	13
Thomas, Naymond	Professor	D.M.A.	Yes	27
Winking, Keith R.	Professor	D.M.A.	Yes	23
Babcock, Jonathan P.	Assoc. Professor	D.M.A.	Yes	26
Erickson, Mark C.	Assoc. Professor	B.M.	Yes	22
Fink, Cary M.	Assoc. Professor	M.Mus.	Yes	26
Garcia, Washington A.	Assoc. Professor	D.M.A.	Yes	8
Gonzales, Cynthia	Assoc. Professor	Ph.D.	Yes	10
Hudiburg, Howard B., Jr.	Assoc. Professor	M.M.	Yes	26
Kwak, Jason J.	Assoc. Professor	D.M.A.	Yes	6
Lopez, John A., Jr.	Assoc. Professor	M.M.	Yes	22
Mungo, Samuel J.	Assoc. Professor	Ph.D.	Yes	8
Rodriguez, Raul I.	Assoc. Professor	M.M.	Yes	19
Simmons, Amy L.	Assoc. Professor	Ph.D.	Yes	4
Ulen, Robert C.	Assoc. Professor	M.M.	Yes	4
Beatty, Caroline C.	Asst. Professor	D.M.A.		7
Glaser, Kyle R.	Asst. Professor	D.M.A.		2
McCain, Martin G.	Asst. Professor	D.M.A.		4
Oxford, William	Asst. Professor	D.M.A.		11
Pedroza, Ludim R.	Asst. Professor	Ph.D.		3
Tangarov, Vanguel G.	Asst. Professor	D.M.A.		2

**Department of Theatre and Dance**

Fleming, John Chair	Professor	Ph.D.	Yes	15
Costello, J. Michael	Professor	M.F.A.	Yes	13
Hargett, Sheila A.	Professor	M.F.A.	Yes	43
Ney, Charles	Professor	Ph.D.	Yes	11
Ney, Michelle	Professor	M.F.A.	Yes	15
Peeler, William R.	Professor	M.F.A.	Yes	26
Smith, LeAnne	Professor	M.F.A.	Yes	31
Sodders, Richard P.	Professor	Ph.D.	Yes	29
Alley, Debbie R.	Assoc. Professor	M.F.A.	Yes	1
Grogan, Melissa G.	Assoc. Professor	M.F.A.	Yes	10
Mayo, Sandra	Assoc. Professor	Ph.D.	Yes	13
Mozon, Nadine D.	Assoc. Professor	M.F.A.	Yes	8
Nance, Michelle E.	Assoc. Professor	M.F.A.	Yes	11
Smith, Shane K.	Assoc. Professor	M.F.A.	Yes	11
Abate, Cassandra Ann	Asst. Professor	M.F.A.		2
Baer, Ana Carrillo	Asst. Professor	M.F.A.		6
Brown, Kaysie S.	Asst. Professor	M.F.A.		1
Maines, Sarah	Asst. Professor	M.F.A.		4

**COLLEGE OF HEALTH PROFESSIONS****Program in Clinical Laboratory Science**

Rohde, Rodney E. Program Chair	Professor	Ph.D.	Yes	12½
Falleur, David M.	Assoc. Professor	M.Ed.	Yes	40
Patterson, Thomas L.	Asst. Professor	M.S.		6
Redwine, Gerald D.	Asst. Professor	M.Ed.		6

**Department of Communication Disorders**

Gonzales, Maria Diana Chair	Assoc. Professor	Ph.D.	Yes	14
Chakraborty, Rahul	Assoc. Professor	Ph.D.	Yes	7
Fleming, Valerie B.	Assoc. Professor	Ph.D.	Yes	7
Domsch, Celeste A.	Asst. Professor	Ph.D.		7
Irani, Farzan	Asst. Professor	Ph.D.		4
Resendiz, Maria D.	Asst. Professor	Ph.D.		4

**School of Health Administration**

Brooks, Matthew S. Director	Assoc. Professor	Ph.D.		4
Morrison, Eileen	Professor	Ed.D.	Yes	10
Nowicki, Michael	Professor	Ed.D.	Yes	28
Renick, Cecil O.	Professor	J.D.	Yes	14
Shanmugam, Ram	Professor	Ph.D.	Yes	13
Fields, Tina T.	Assoc. Professor	Ph.D.		6
Hatala, Jeffery J.	Asst. Professor	Ph.D.		3

Kruse, Clemens S.	Asst. Professor	Ph.D.		1
Lieneck, Cristian H.	Asst. Professor	Ph.D.		4
Mcllwain, Amber S.	Asst. Professor	Ph.D.		1
Mileski, Michael	Asst. Professor	D.C.		1
Sokan, Amanda E.	Asst. Professor	Ph.D.		1

#### **Department of Health Information Management**

Moczygamba, Jacqueline A. Chair	Assoc. Professor	M.B.A.	Yes	20
Wang, Tiankai	Asst. Professor	Ph.D.		5

#### **St. David's School of Nursing**

Erbin-Roesemann, Marla A. Director	Professor	Ph.D.	Yes	6
Covington, Barbara G.	Assoc. Professor	Ph.D.	Yes	6
Rick, Susan	Assoc. Professor	D.N.S.		3
Arevalo-Flechas, Lyda C.	Asst. Professor	Ph.D.		3
Belcik, Kimberly D.	Asst. Professor	Ph.D.		2
Levenson, Shirley A.	Asst. Professor	Ph.D.		1
Standiford, Anne E.	Asst. Professor	Ph.D.		1

#### **Department of Physical Therapy**

Sanders, Barbara L. Chair	Professor	Ph.D.	Yes	29
Gibbs, Karen A.	Assoc. Professor	D.P.T.	Yes	10
Gobert, Denise V. N.	Assoc. Professor	Ph.D.	Yes	8

#### **Program in Radiation Therapy**

Lozano, Reynaldo G. Program Chair	Assoc. Professor	Ph.D.	Yes	16 ½
Trad, Megan L.	Asst. Professor	Ph.D.		5

#### **Department of Respiratory Care**

Marshall, S. Gregory Chair	Assoc. Professor	Ph.D.	Yes	34
Gonzales, Joshua F.	Assoc. Professor	M.H.A.	Yes	7
Russian, Christopher J.	Assoc. Professor	M.Ed.	Yes	14 ½
Collins, Kevin P.	Asst. Professor	M.S.		7
Henry, Nicholas R.	Asst. Professor	M.S.		3
Wharton, Billy J.	Instructor	B.S.H.P.	Yes	39

#### **COLLEGE OF LIBERAL ARTS**

##### **Department of Anthropology**

Erhart, Elizabeth Chair	Assoc. Professor	Ph.D.	Yes	13
Bousman, Charles B.	Professor	Ph.D.	Yes	15
Garber, James F.	Professor	Ph.D.	Yes	30

McGee, Reece Jon	Professor	Ph.D.	Yes	29
Reilly, Frank K.	Professor	Ph.D.	Yes	22
Warmes, Richard L.	Professor	Ph.D.	Yes	26
Agwuele, Augustine	Assoc. Professor	Ph.D.	Yes	10
Conlee, Christina	Assoc. Professor	Ph.D.	Yes	9
Graham, Kerrie Patricia Lewis	Assoc. Professor	Ph.D.	Yes	8
Hamilton, Michelle D.	Assoc. Professor	Ph.D.	Yes	8
Juarez, Ana M.	Assoc. Professor	Ph.D.	Yes	19
Spradley, Martha K.	Assoc. Professor	Ph.D.	Yes	6
Wescott, Daniel J.	Assoc. Professor	Ph.D.		3
Black, Stephen L.	Asst. Professor	Ph.D.		6
Brunson, Emily K.	Asst. Professor	Ph.D.		3½

### Department of English

Lochman, Daniel T. Chair	Professor	Ph.D.	Yes	32
Allison, Elizabeth A.	Professor	Ph.D.	Yes	15
Bell-Metereau, Rebecca L.	Professor	Ph.D.	Yes	33
Blair, John M.	Professor	Ph.D.	Yes	25
Busby, Mark B.	Professor	Ph.D.	Yes	23
Cassells, Cyrus III	Professor	A.B.	Yes	17
Chavkin, Allan R.	Professor	Ph.D.	Yes	36
Cohen, Paul N.	Professor	Ph.D.	Yes	33
Grayson, Nancy J.	Professor	Ph.D.	Yes	46
Grimes, Thomas J.	Professor	M.F.A.	Yes	22
Heaberlin, Dickie M.	Professor	Ph.D.	Yes	47
Holt, Elvin	Professor	Ph.D.	Yes	31
Jones, Roger D.	Professor	Ph.D.	Yes	27
Ledbetter, Kathryn	Professor	Ph.D.	Yes	14
Monroe, Debra F.	Professor	Ph.D.	Yes	22
Morrison, Susan S.	Professor	Ph.D.	Yes	21
Olson, Marilyn S.	Professor	Ph.D.	Yes	31
Peirce, Kathleen C.	Professor	M.F.A.	Yes	21
Skerpan-Wheeler, Elizabeth P.	Professor	Ph.D.	Yes	31
Wilson, Miles S.	Professor	M.F.A.	Yes	34
Wilson, Steven M.	Professor	M.F.A.	Yes	27
Balzhiser, Deborah Ann	Assoc. Professor	Ph.D.	Yes	9
Jackson, Rebecca L.	Assoc. Professor	Ph.D.	Yes	13
Mejia, Jaime A.	Assoc. Professor	Ph.D.	Yes	23
Pimentel, Octavio	Assoc. Professor	Ph.D.	Yes	9
Rosenberg, Teya	Assoc. Professor	Ph.D.	Yes	18
Smith, Victoria L.	Assoc. Professor	Ph.D.	Yes	11
Tally, Robert T., Jr.	Assoc. Professor	Ph.D.	Yes	9
Wend-Walker, Graeme A.	Assoc. Professor	Ph.D.	Yes	8
Williams, Miriam F.	Assoc. Professor	Ph.D.	Yes	10
Zhu, Pinfan	Assoc. Professor	Ph.D.	Yes	9
Banerjee, Suparno	Asst. Professor	Ph.D.		4
Dorst, Douglas K.	Asst. Professor	J.D.		3

Falocco, Joseph R.	Asst. Professor	Ph.D.		3
Leake, Eric W.	Asst. Professor	Ph.D.		1
McClancy, Kathleen R.	Asst. Professor	Ph.D.		1
Mogull, Scott Alexander	Asst. Professor	Ph.D.		2
Wilson, Nancy A.	Asst. Professor	Ph.D.		19

### Department of Geography

Giordano, Alberto Chair	Professor	Ph.D.	Yes	11
Blanchard-Boehm, Denise	Professor	Ph.D.	Yes	22
Boehm, Richard G.	Professor	Ph.D.	Yes	37
Brown, Brock J.	Professor	Ph.D.	Yes	22
Butler, David R.	Regents' Professor	Ph.D.	Yes	16
Dixon, Richard W.	Professor	Ph.D.	Yes	19
Earl, Richard A.	Professor	Ph.D.	Yes	23
Estaville, Lawrence E.	Professor	Ph.D.	Yes	20
Larsen, Robert D.	Professor	Ph.D.	Yes	41
Lu, Yongmei	Professor	Ph.D.	Yes	12
Macey, Susan M.	Professor	Ph.D.	Yes	26
Muniz, Osvaldo A.	Professor	Ph.D.	Yes	7
Petersen, James F.	Professor	Ph.D.	Yes	34
Suckling, Philip W.	Professor	Ph.D.	Yes	9
Tiefenbacher, John P.	Professor	Ph.D.	Yes	22
Zhan, F. Benjamin	Professor	Ph.D.	Yes	19
Chow, Tzee-Ku E.	Assoc. Professor	Ph.D.	Yes	4
Currit, Nathan Allen	Assoc. Professor	Ph.D.	Yes	8
Fuhrmann, Sven	Assoc. Professor	Ph.D.	Yes	9
Hagelman, Ronald R., III	Assoc. Professor	Ph.D.	Yes	7
Julian, Jason P.	Assoc. Professor	Ph.D.		1
Blue, Sarah A.	Asst. Professor	Ph.D.		3
Hiner, Colleen C.	Asst. Professor	Ph.D.		1
Jensen, Jennifer	Asst. Professor	Ph.D.		4
Jo, Injeong	Asst. Professor	Ph.D.		2
Meitzen, Kimberly M.	Asst. Professor	Ph.D.		1

### Department of History

Brennan, Mary C. Chair	Professor	Ph.D.	Yes	24
De La Teja, Jesus Francisco	Regents' Professor	Ph.D.	Yes	23
Dunn, Dennis J.	Professor	Ph.D.	Yes	45
Hartman, Gary A.	Professor	Ph.D.	Yes	19
Makowski, Elizabeth M.	Professor	Ph.D.	Yes	21
Margerison, Kenneth H., Jr.	Professor	Ph.D.	Yes	42
McWilliams, James	Professor	Ph.D.	Yes	13½
Yick, Joseph K.	Professor	Ph.D.	Yes	25
Cagniard, Pierre F.	Assoc. Professor	Ph.D.	Yes	26 ½
Hart, Paul	Assoc. Professor	Ph.D.	Yes	14
Menninger, Margaret Eleanor	Assoc. Professor	Ph.D.	Yes	14

Montgomery, Rebecca	Assoc. Professor	Ph.D.	Yes	9
Murphy, Angela F.	Assoc. Professor	Ph.D.	Yes	8
Renold, Leah M.	Assoc. Professor	Ph.D.	Yes	7
Romo, Anadelia	Assoc. Professor	Ph.D.	Yes	10
Watson, Dwight D.	Assoc. Professor	Ph.D.	Yes	15
Berlage, Nancy Kay	Asst. Professor	Ph.D.	Yes	2
Bishop, Elizabeth A.	Asst. Professor	Ph.D.		6
de la Puente, Jose Carlos	Asst. Professor	Ph.D.		4
Helgeson, Jeffrey L.	Asst. Professor	Ph.D.		4
Johnson, Ronald Angelo	Asst. Professor	Ph.D.		4
Mckiernan , John Raymond	Asst. Professor	Ph.D.		1
Pliley, Jessica R.	Asst. Professor	Ph.D.		4
Rivaya-Martinez, Joaquin	Asst. Professor	Ph.D.		6
Tillman, Ellen D.	Asst. Professor	Ph.D.		3

### Department of Modern Languages

Fischer, Robert A. Chair	Professor	Ph.D.	Yes	41
Echeverria, Miriam B.	Professor	Ph.D.	Yes	28
Forrest, Jennifer	Professor	Ph.D.	Yes	25
Glajar, Valentina	Professor	Ph.D.	Yes	11
Harney, Lucy D. Ditto	Professor	Ph.D.	Yes	18
Jaffe, Catherine M.	Professor	Ph.D.	Yes	28
Martin, Carole F.	Professor	Ph.D.	Yes	15
Ugalde, Sharon E.	University Distinguished Professor	Ph.D.	Yes	41
Bach, Ulrich E.	Assoc. Professor	Ph.D.	Yes	7
Beale-Rosano-Rivaya, Yasmine C.	Assoc. Professor	Ph.D.	Yes	8
Golato, Peter S.	Assoc. Professor	Ph.D.	Yes	1
Gragera, Antonio	Assoc. Professor	Ph.D.	Yes	14
Juge, Matthew L.	Assoc. Professor	Ph.D.	Yes	12
Locklin, Blake	Assoc. Professor	Ph.D.	Yes	15
Martinez, Sergio M.	Assoc. Professor	Ph.D.	Yes	9
Porras, Jorge Yuri	Assoc. Professor	Ph.D.	Yes	9
Cuadrado, Agustin	Asst. Professor	Ph.D.		6
Intersimone, Luis A.	Asst. Professor	Ph.D.		5
Pujalte, Maria Nieves	Asst. Professor	Ph.D.		5

### Department of Philosophy

Hanks, Craig Chair	Professor	Ph.D.	Yes	14
Fulmer, Gilbert E.	Professor	Ph.D.	Yes	42
Geuras, Dean J.	Professor	Ph.D.	Yes	43
Gordon, Jeffrey L.	Professor	Ph.D.	Yes	36
Hutcheson, Peter W.	Professor	Ph.D.	Yes	35
Luizzi, Vincent L.	Professor	Ph.D.	Yes	41
McKinney, Audrey M.	Assoc. Professor	Ph.D.	Yes	26
Raphael, Rebecca	Assoc. Professor	Ph.D.	Yes	15



Yuan, Lijun	Assoc. Professor	Ph.D.	Yes	11
Barcenas Pardo, Alejandro	Asst. Professor	Ph.D.		1
Fischer, Robert W.	Asst. Professor	Ph.D.		1
Lewis, Holly M.	Asst. Professor	Ph.D.		1
Marquez, Ivan	Asst. Professor	Ph.D.		2

#### Department of Political Science

Grasso, Kenneth L. Chair	Professor	Ph.D.	Yes	22
Balanoff, Howard R.	Professor	D.E.D.	Yes	39
Brittain, Vicki S.	Professor	J.D.	Yes	34 ½
Garofalo, Charles P.	Professor	Ph.D.	Yes	32
Gorman, Robert F.	University Distinguished Professor	Ph.D.	Yes	35
Grasso, Kenneth L.	Professor	Ph.D.	Yes	22
Kens, Paul A.	Professor	Ph.D.	Yes	27
Longoria, Thomas, Jr.	Professor	Ph.D.	Yes	6
Rahm, Dianne	Professor	Ph.D.	Yes	6
Shields, Patricia M.	Professor	Ph.D.	Yes	36½
Ward, Kenneth	Professor	Ph.D.	Yes	16
Brown, Christopher R.	Assoc. Professor	J.D.	Yes	7
Crossett, Gregory Lynn	Assoc. Professor	J.D.	Yes	13
DeSoto, William H.	Assoc. Professor	Ph.D.	Yes	24
Hindson, Theodore T.	Assoc. Professor	Ph.D.	Yes	40 ½
Leder, Arnold	Assoc. Professor	Ph.D.	Yes	42
Mihalkanin, Edward	Assoc. Professor	Ph.D.	Yes	24
Rangarajan, Nandhini	Assoc. Professor	Ph.D.	Yes	9
Ruger, William P., III	Assoc. Professor	Ph.D.	Yes	7
Tajalli, Hassan	Assoc. Professor	Ph.D.	Yes	26
Wright, Walter A.	Assoc. Professor	J.D.	Yes	17
Yun, Hyun J.	Assoc. Professor	Ph.D.	Yes	7
Balanoff-Jones, Emily K.	Asst. Professor	Ph.D.		4
Castillo, Cecilia R.	Asst. Professor	Ph.D.	Yes	23
DeHart, Paul R.	Asst. Professor	Ph.D.		5
Doyle, Thomas Earl, II	Asst. Professor	Ph.D.		2
Evans, Michelle L.	Asst. Professor	J.D.		4
Farmer, Jayce L.	Asst. Professor	Ph.D.		1
Fields, Willard M., III	Asst. Professor	Ph.D.		3
Sanchez-Sibony, Omar	Asst. Professor	Ph.D.		5

#### Department of Psychology

Kelemen, William L. Chair	Professor	Ph.D.	Yes	3
Archer, Richard L.	Professor	Ph.D.	Yes	32
Czyzewska, Maria	Professor	Ph.D.	Yes	26
Davis, John M.	Professor	Ph.D.	Yes	40
Ginsburg, Harvey J.	Professor	Ph.D.	Yes	41
Mendez, Roque V.	Professor	Ph.D.	Yes	25

Ogletree, Shirley M.	Professor	Ph.D.	Yes	37
Osborne, Randall	Professor	Ph.D.	Yes	13
Ceballos, Natalie A.	Assoc. Professor	Ph.D.	Yes	7
Etherton, Joseph L.	Assoc. Professor	Ph.D.	Yes	8
Graham, Reiko	Assoc. Professor	Ph.D.	Yes	9
Haskard Zolnierrek, Kelly B.	Assoc. Professor	Ph.D.	Yes	7
Oberle, Crystal	Assoc. Professor	Ph.D.	Yes	9
Deason, Rebecca G.	Asst. Professor	Ph.D.		1
Howard, Krista J.	Asst. Professor	Ph.D.		4
Hu, Yuequin	Asst. Professor	Ph.D.		1
Schepis, Ty	Asst. Professor	Ph.D.		5
Tooley, Kristen M.	Asst. Professor	Ph.D.		1
Westerberg, Carmen E.	Asst. Professor	Ph.D.		3

### Department of Sociology

Day, Susan B. Chair	Professor	Ph.D.	Yes	35
Giuffre, Patti	Professor	Ph.D.	Yes	16
Kotarba, Joseph A.	Professor	Ph.D.	Yes	4
Pino, Nathan W.	Professor	Ph.D.	Yes	8
Watt, Toni Terling	Professor	Ph.D.	Yes	13
Anderson, Audwin L.	Assoc. Professor	Ph.D.	Yes	20
Caldwell, Sally	Assoc. Professor	Ph.D.	Yes	19 ½
Chee, Kyong H.	Assoc. Professor	Ph.D.	Yes	8
Harris, Deborah A.	Assoc. Professor	Ph.D.	Yes	7
Majumdar, Debarun	Assoc. Professor	Ph.D.	Yes	13
Martinez, Gloria P.	Assoc. Professor	Ph.D.	Yes	9
Smith, Chad Leighton	Assoc. Professor	Ph.D.	Yes	10
Dietrich, David R.	Asst. Professor	Ph.D.		3

### COLLEGE OF SCIENCE AND ENGINEERING

#### Department of Biology

Hahn, Dittmar Chair	Professor	Ph.D.	Yes	10
Bonner, Timothy H.	Professor	Ph.D.	Yes	13
Forstner, Michael R.	Regents' Professor	Ph.D.	Yes	15
Gabor, Caitlin	Professor	Ph.D.	Yes	14
Garcia, Dana M.	Professor	Ph.D.	Yes	21
Horne, Francis R.	Professor	Ph.D.	Yes	47
Huffman, David G.	Professor	Ph.D.	Yes	41
Huston, Michael	Professor	Ph.D.	Yes	11
Lemke, David E.	Professor	Ph.D.	Yes	30
Lopes, Vicente	Professor	Ph.D.	Yes	9
McLean, Robert J.C.	Regents' Professor	Ph.D.	Yes	21
Nice, Chris	Professor	Ph.D.	Yes	13
Tomasso, Joseph R., Jr.	Professor	Ph.D.	Yes	8
Weckerly, Floyd	Professor	Ph.D.	Yes	12

Williamson, Paula S	University Distinguished Professor	Ph.D.	Yes	26
Dharmasiri, Nihal	Assoc. Professor	Ph.D.	Yes	9
Green, Michael Clay	Assoc. Professor	Ph.D.	Yes	9
Groeger, Alan W.	Assoc. Professor	Ph.D.	Yes	25
Martin, Noland H.	Assoc. Professor	Ph.D.	Yes	8
Moody, Sandra West	Assoc. Professor	Ph.D.	Yes	25
Nowlin, Weston Hugh	Assoc. Professor	Ph.D.	Yes	9
Ott, James R.	Assoc. Professor	Ph.D.	Yes	20½
Schwinning, Susan	Assoc. Professor	Ph.D.	Yes	9½
Simpson, Thomas R.	Assoc. Professor	Ph.D.	Yes	26
Upchurch, Garland R., Jr.	Assoc. Professor	Ph.D.	Yes	27
Westerlund, Julie F.	Assoc. Professor	Ph.D.	Yes	17
Castro-Arellano, Ivan	Asst. Professor	Ph.D.		3
Kang, Hong Gu	Asst. Professor	Ph.D.		2½
Schwartz, Benjamin F.	Asst. Professor	Ph.D.		5½
Veech, Joseph A., Jr.	Asst. Professor	Ph.D.		6
Weigum, Shannon E.	Asst. Professor	Ph.D.		4

#### Department of Chemistry and Biochemistry

Brittain, William J. Chair	Professor	Ph.D.	Yes	4
Beall, Gary W.	Professor	Ph.D.	Yes	13
Easter, David C.	Professor	Ph.D.	Yes	21
Feakes, Debra A.	Professor	Ph.D.	Yes	20
Rudzinski, Walter E.	Professor	Ph.D.	Yes	35
Walter, Ronald B.	Professor	Ph.D.	Yes	27
Booth, Chad	Assoc. Professor	Ph.D.	Yes	13
Booth, Rachell	Assoc. Professor	Ph.D.	Yes	11
Ji, Chang	Assoc. Professor	Ph.D.	Yes	10
Kornienko, Alexander V.	Assoc. Professor	Ph.D.		2
Lewis, Lysle	Assoc. Professor	Ph.D.	Yes	13
Martin, Benjamin	Assoc. Professor	Ph.D.	Yes	11
Betancourt, Tania	Asst. Professor	Ph.D.		3
Hudnall, Todd W.	Asst. Professor	Ph.D.		4
Irvin, Jennifer A.	Asst. Professor	Ph.D.		6
Li, Xiaopeng	Asst. Professor	Ph.D.		2
Whitten, Steven T.	Asst. Professor	Ph.D.		5

#### Department of Computer Science

Shi, Hongchi Chair	Professor	Ph.D.	Yes	7
Ali, Moonis	Professor	Ph.D.	Yes	23
Hwang, Caneo Jinshong	Professor	Ph.D.	Yes	27
Ngu, Hee Hiong	Professor	Ph.D.	Yes	12
Peng, Wuxu	Professor	Ph.D.	Yes	24
Burtscher, Martin	Assoc. Professor	Ph.D.		4
Chen, Xiao	Assoc. Professor	Ph.D.	Yes	15

Durrett, H. John	Assoc. Professor	Ph.D.	Yes	38
Gu, Qijun	Assoc. Professor	Ph.D.	Yes	9
Guirguis, Mina S.	Assoc. Professor	Ph.D.	Yes	8
Kaikhah, Khosrow	Assoc. Professor	Ph.D.	Yes	21 ½
Komogortsev, Oleg	Assoc. Professor	Ph.D.	Yes	5
Podorozhny, Rodion	Assoc. Professor	Ph.D.	Yes	10
Qasem, Apan Muhammad	Assoc. Professor	Ph.D.	Yes	7
Tamir, Dan	Assoc. Professor	Ph.D.	Yes	9
Gao, Ju	Asst. Professor	Ph.D.		6
Lu, Yijuan	Asst. Professor	Ph.D.		6
Yang, Guowei	Asst. Professor	Ph.D.		1
Zong, Ziliang	Asst. Professor	Ph.D.		3

### Ingram School of Engineering

McClellan, Stanley A. Director	Professor	Ph.D.	Yes	5
Droopad, Ravindranath	Professor	Ph.D.	Yes	6
Stephan, Karl	Professor	Ph.D.	Yes	14
Stern, Harold P.	Professor	Ph.D.	Yes	7
Asiabanpour, Bahram	Assoc. Professor	Ph.D.	Yes	11
Jimenez, Jesus	Assoc. Professor	Ph.D.	Yes	8
Jin, Tongdan	Assoc. Professor	Ph.D.	Yes	5
Novoa, Clara M.	Assoc. Professor	Ph.D.	Yes	9
Tate, Jitendra S.	Assoc. Professor	Ph.D.	Yes	9
Aslan, Semih	Asst. Professor	Ph.D.		3
Chen, Heping	Asst. Professor	Ph.D.		4
Chen, Yihong	Asst. Professor	Ph.D.		5
Perez, Eduardo	Asst. Professor	Ph.D.		2
Salamy, Hassan	Asst. Professor	Ph.D.		5
Stapleton, William A.	Asst. Professor	Ph.D.		7
Yu, Qingkai	Asst. Professor	Ph.D.		2½

### Department of Engineering Technology

Batey, Andy H., Jr. Chair	Assoc. Professor	Ph.D.	Yes	29
Sriraman, Vedaraman	Professor	D.Eng.	Yes	23
Winek, Gary J.	Professor	Ph.D.	Yes	33
Ameri, Farhad	Asst. Professor	D.Eng.		5½
Bartlett, Laura N.	Asst. Professor	Ph.D.		1
Hu, Jiong	Asst. Professor	Ph.D.		6
Kim, Yoo-Jae	Asst. Professor	Ph.D.		5
Lee, Soon Jae	Asst. Professor	Ph.D.		6
Song, In-Hyook	Asst. Professor	Ph.D.		4
Talley, Kimberly Grau	Asst. Professor	Ph.D.		2½
Torres, Anthony S.	Asst. Professor	Ph.D.		1
You, Byoung Hee	Asst. Professor	Ph.D.		5

**Department of Mathematics**

Dean, Nathaniel Chair	Professor	Ph.D.	Yes	8
Bandy, Carroll L.	Professor	Ph.D.	Yes	36½
Cuevas, Gilbert J.	Professor	Ph.D.	Yes	7
Curtin, Eugene	Professor	Ph.D.	Yes	26
Dix, Julio G.	Professor	Ph.D.	Yes	27
Edgell, John J., Jr.	Professor	Ph.D.	Yes	48
Gu, Weizhen	Professor	Ph.D.	Yes	24
Jia, Xingde	Professor	Ph.D.	Yes	14
Jiang, Zhonghong	Professor	Ph.D.	Yes	7
Keller, Thomas M.	Professor	Ph.D.	Yes	17
Mireles, Selina Vasquez	Professor	Ph.D.	Yes	16
Morey, Susan	Professor	Ph.D.	Yes	17
Passty, Gregory B.	Professor	Ph.D.	Yes	32
Shen, Jian	Professor	Ph.D.	Yes	15
Thickstun, Thomas L.	Professor	Ph.D.	Yes	33
Torrejon, Ricardo M.	Professor	Ph.D.	Yes	33
Warshauer, Max L.	Regents' Professor	Ph.D.	Yes	35
Welsh, Stewart C.	Professor	Ph.D.	Yes	26
Acosta, Maria T.	Assoc. Professor	Ph.D.	Yes	22
Ferrero, Maria Daniela	Assoc. Professor	Ph.D.	Yes	14
Obara, Samuel	Assoc. Professor	Ph.D.	Yes	8
Snyder, David F.	Assoc. Professor	Ph.D.	Yes	26
Sorto, Maria Alejandra	Assoc. Professor	Ph.D.	Yes	9
White, Alexander	Assoc. Professor	Ph.D.	Yes	9
Zhao, Qiang	Assoc. Professor	Ph.D.	Yes	8
Lee, Young Ju	Asst. Professor	Ph.D.		1
McCabe, Terence W.	Asst. Professor	Ph.D.	Yes	26
Strickland, Sharon K.	Asst. Professor	Ph.D.		6
Sun, Shuying	Asst. Professor	Ph.D.		1
Treinen, Raymond F.	Asst. Professor	Ph.D.		3
Warshauer, Hiroko K.	Asst. Professor	Ph.D.		1
Yang, Yong	Asst. Professor	Ph.D.		1

**Department of Physics**

Myers, Thomas H., II Interim Chair	Professor	Ph.D.	Yes	6
Donnelly, David	Professor	Ph.D.	Yes	14
Holtz, Mark W.	Professor	Ph.D.	Yes	1½
Olson, Donald W.	Professor	Ph.D.	Yes	33
Piner, Edwin L.	Professor	Ph.D.	Yes	3½
Geerts, Wilhelmus J.	Assoc. Professor	Ph.D.	Yes	17
Spencer, Gregory F.	Assoc. Professor	Ph.D.	Yes	14
Close, Hunter G.	Asst. Professor	Ph.D.		3
Lee, Byounghak	Asst. Professor	Ph.D.		5
Theodoropoulou, Nikoleta	Asst. Professor	Ph.D.		6

**UNIVERSITY COLLEGE**

Nelson, David C. Professor Ph.D. Yes 26

**FACULTY APPOINTMENTS, New (N) and Renewal (R)**

<u>NAME</u>	<u>DEG</u>	<u>RANK</u>	<u>DEPARTMENT</u>	<u>%FTE</u>	<u>SALARY</u>	<u>PERIOD</u>
<b>COLLEGE OF APPLIED ARTS</b>						
R Burns, Judith M.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
R Crawford, Michelle	M.Ed.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,000.00	Spring 2014
R Davis, Bob	Ph.D.	Professor Emeritus	Agriculture	.20	5,500.00	Spring 2014
R Duciaume-Wright, Colette L.	Ph.D.	Lecturer	Social Work	1.00	22,879.94	Spring 2014
R Gibson, Patricia A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,600.00	Spring 2014
R Grams, Mary A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,000.00	Spring 2014
N Gregston, Collin E.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
N Grota, Philip A.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
R Guerrero, Georgen	Ph.D.	Lecturer	Criminal Justice	.20	3,365.00	Spring 2014
N Hastings, Christopher J.	M.L.A.	Lecturer	Family and Consumer Sciences	.20	3,600.00	Spring 2014
N Howell, Shannon	M.S.W.	Lecturer	Social Work	.20	3,000.00	Spring 2014
R Klein, Colleen K.	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,600.00	Spring 2014
R Le Duc, Frances	Ph.D.	Lecturer	Agriculture	.75	16,500.00	Spring 2014
R McGee, Stacie S.	M.S.W.	Lecturer	Social Work	.75	17,333.60	Spring 2014
N Meeker, Linda S.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
N Meier, Megan M.	M.S.C.J.	Lecturer	Criminal Justice	.20	3,365.00	Spring 2014
R Missildine, James	M.Ed.	Lecturer	Agriculture	.20	5,500.00	Spring 2014
R Nava, Michael E.	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,000.00	Spring 2014
R Papick, Joseph F.	M.S.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
R Penzerro, Rose M.	Ph.D.	Lecturer	Social Work	.75	10,500.00	Spring 2014
N Provost, Elizabeth	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
N Rattler, Lolita W.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2014
N Real, Patrick	M.Ed.	Lecturer	Agriculture	.20	5,612.00	Spring 2014
R Reat, Amanda M.	M.S.	Lecturer	Family and Consumer Sciences	.40	7,000.00	Spring 2014
N Rodriguez, Abel	M.S.W.	Lecturer	Social Work	.20	3,000.00	Spring 2014
R Rogers, Lisa	M.S.W.	Lecturer	Social Work	.75	10,500.00	Spring 2014
R Rollins, Tanya N.	M.S.W.	Lecturer	Social Work	.40	7,000.00	Spring 2014
N Salcedo, Ramona	Ph.D.	Lecturer	Family and Consumer Sciences	.40	7,000.00	Spring 2014
R Sherron, Todd	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	1.00	25,734.69	Spring 2014
R Smith, Rhonda	M.S.W.	Lecturer	Social Work	.20	0.00	Spring 2014
R Summerhill, Laura	M.S.S.W.	Lecturer	Social Work	.40	7,000.00	Spring 2014
R Vincelette, Timothy J.	M.S.E.L.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Spring 2014
R Wildberger, Martha S.	M.S.W.	Lecturer	Social Work	.20	0.00	Spring 2014
<b>MCCOY COLLEGE OF BUSINESS ADMINISTRATION</b>						
R Aroian, Mihran A.	M.B.A.	Lecturer	Management	.20	3,600.00	Spring 2014
R Biemer, David J.	Ph.D.	Lecturer	Management	.40	7,100.00	Spring 2014
R Cameron, David B.	Ph.D.	Lecturer	Management	1.00	40,000.00	Spring 2014
N Cavazos, Carmina	Ph.D.	Lecturer	Marketing	1.00	35,000.00	Spring 2014
R D'Amelio, Michael	J.D.	Lecturer	Management	.20	3,600.00	Spring 2014

N	Dolan, Ricki M.S.	M.S.	Lecturer	Finance and Economics	1.00	40,000.00	Spring 2014
R	Felan, Victor N.	M.B.A.	Lecturer	Accounting	.20	3,500.00	Spring 2014
R	Fregger, Bradley M.	M.A.	Lecturer	Management	.40	7,250.00	Spring 2014
R	Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	3,600.00	Spring 2014
R	Hale, Chris A.	J.D.	Lecturer	Finance and Economics	.40	6,250.00	Spring 2014
R	Hall, Christopher E.	Ed.D.	Lecturer	Management	.20	3,750.00	Spring 2014
N	Helm, Kathryn G.	M.Ed.	Lecturer	Management	.20	3,500.00	Spring 2014
R	Hiebert, Jay D.	M.A.	Lecturer	Marketing	.40	7,250.00	Spring 2014
R	Hoffman, Tina M.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2014
R	Jacks, Laura J.R.	J.D.	Lecturer	Finance and Economics	.40	6,250.00	Spring 2014
R	Jacobvitz, Martin L.	M.B.A.	Lecturer	Management	.20	3,625.00	Spring 2014
R	Jones, Andrew M.	Ph.D.	Lecturer	Management	.40	7,250.00	Spring 2014
R	Lopez, Sarah N.	M.B.A.	Lecturer	Management	.20	2,000.00	Spring 2014
R	Lund, Yogesh D.	M.B.A.	Lecturer	Management	.20	3,600.00	Spring 2014
R	Martin, Annie L.	M.Ed.	Lecturer	Management	.20	3,750.00	Spring 2014
R	Martin, Stephen C.	J.D.	Lecturer	Accounting	.40	7,250.00	Spring 2014
R	McCormick, Montgomery P.	M.B.A.	Lecturer	Marketing	.20	3,600.00	Spring 2014
R	Miller, Craig T. J.	M.B.A.	Lecturer	Marketing	.20	3,500.00	Spring 2014
N	Miller, Herbert A., Jr.	B.S.	Lecturer	Marketing	.40	7,000.00	Spring 2014
R	Moore, Christina	M.S.	Lecturer	Management	.75	27,000.00	Spring 2014
R	Morgan, Byron L.	Ph.D.	Lecturer	Management	.40	7,100.00	Spring 2014
R	Moser, Jennifer L.	M.B.A.	Lecturer	Management	.20	2,000.00	Spring 2014
R	Obdyke, Louis	J.D.	Lecturer	Management	.20	3,750.00	Spring 2014
R	O'Neal, Robert E., III	M.B.A.	Lecturer	Marketing	.20	3,600.00	Spring 2014
R	Pryor, Tommy D.	Ed.D.	Lecturer	Management	.40	7,250.00	Spring 2014
R	Ramachandran, Indu	Ph.D.	Asst. Prof.	Management	1.00	56,500.02	Spring 2014
R	Riggs, Kristin	M.A.	Lecturer	Management	.20	5,500.00	Spring 2014
R	Robinson, Brian W.	M.A.	Lecturer	Management	.20	1,750.00	Spring 2014
R	Roesemann, Douglas	M.B.A.	Lecturer	Marketing	.20	3,600.00	Spring 2014
R	Rosas-Vega, Rosario	Ph.D.	Lecturer	Management	.20	3,750.00	Spring 2014
R	Shook, Daniel S.	M.B.A.	Lecturer	Accounting	.40	12,750.00	Spring 2014
R	Stutts, Mary A.	Ph.D.	Professor Emeritus	Marketing	.20	7,000.00	Spring 2014
R	Swol, Lawrence W.	M.B.A.	Lecturer	Management	.20	3,600.00	Spring 2014
N	Trowbridge, Janey	Ph.D.	Lecturer	Management	.20	3,750.00	Spring 2014
N	Spaeth, Mary S.	M.A.	Lecturer	Management	.75	34,200.00	Spring 2014
R	Walden, Kirk D.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2014
R	Walters, Jerel B.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2014
N	Wilhelm, Justin J.	M.Acy.	Lecturer	Accounting	.20	4,500.00	Spring 2014
N	Wright, Micah C.	M.A.	Lecturer	Management	.20	2,000.00	Spring 2014
R	Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.40	7,250.00	Spring 2014
R	Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.40	7,250.00	Spring 2014

#### COLLEGE OF EDUCATION

R	Akers, Michael B.	B.S.	Lecturer	Health and Human Performance	.20	2,000.00	Spring 2014
R	Alexander, Lonny	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Allcorn, Jerrod R.	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Antoine, Zenarae	M.S.P.E.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Ashley, Lauren S.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Averyt, Beverly	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Balcer, Mary K.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Benn, Sherri H.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Berglund, Rose M.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014

R	Boone, Dana	M.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
N	Brown, Janis S.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Bryant, Carol S.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
N	Burkholder, Jenny	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Burns, Marla E.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Campbell, Cynthia	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Carpenter, D. Stan	Ph.D.	Professor	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2014
R	Castillo, Alice V.	M.A.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Cave, Roy M.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Chisum, Karen A.	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Conner, Kathi	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Dupree, Jessica L.	M.S.R.L.S.	Lecturer	Health and Human Performance	1.00	18,500.04	Spring 2014
R	Eckert, Julie A.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Fanning, Lily S.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Fife, Tammy A.	M.F.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Flaska, Robert C.	M.B.A.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Franchione, Dennis	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Furney, Steven R.	Ed.D.	University Dist. Prof.	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2014
R	Gainey, Summer	Ph.D.	Lecturer	Curriculum and Instruction	.40	8,000.00	Spring 2014
N	Garcia, John L.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Garza, Anthony C.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Gilbert, Mary B.	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Gonzales, Marcus	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Gorence, Deborah	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Goudeau, Rita L.	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Hallman, Victoria	M.A.	Lecturer	Health and Human Performance	.75	12,000.02	Spring 2014
R	Hanley, Marvin G.	Ph.D.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Harrington, Ty L.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Harrison, Heather	B.S.	Lecturer	Health and Human Performance	.20	2,000.00	Spring 2014
R	Hess, Blake	B.F.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
N	Hinosjosa, Jose A.	M.S.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2014
R	Hock, Stephen G.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
N	Hoover, Jacqueline	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Howell, Michael	B.G.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
N	Huebel, Joy E.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Ikles, Ann B.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Jobes, Cheryl S.	M.A.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Johnson, John K.	M.S.	Lecturer	Health and Human Performance	.20	1,000.00	Spring 2014
R	Judd, Laura A.	M.Ed.	Lecturer	Curriculum and Instruction	.40	6,300.00	Spring 2014
R	Kraft, Michael P.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Kraft, Michelle	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Krieg, Karen A.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Lay, Ellis M.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	London, Donna L.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Lord, Michal A.	Ph.D.	Sr. Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
N	Louden-Gerber, Gwen M.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	McAfee, Ryan J.	M.A.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Mencke, Paul D.	Ph.D.	Lecturer	Curriculum and Instruction	1.00	22,522.95	Spring 2014
R	Miller, Bryan K.	M.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
N	Nelson, Angela M.	Ed.D.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Opitz, Linda S.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Petray, Thomas E., Jr.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014



R	Plunkett, Tory A.	B.B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Pratz, Mark A.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
N	Quinn, Floyd F.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Reynosa, Raymond	Ed.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2014
R	Ridgway, Morris	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
N	Robarts, Kaleigh	M.Ed.	Lecturer	Health and Human Performance	.50	9,000.00	Spring 2014
N	Robillard, Rachel	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Rocha, Maria G.Z.	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Schlottmann, Connie S.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Schneider, Debra	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
R	Shank, Penny	M.A.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
N	Simmons, David	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Smith, Joanne H.	Ph.D.	Asst. Prof.	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2014
R	Snader, Eric H.	Psy.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Snodgrass, Greg	Ph.D.	Assoc. Prof.	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	Spring 2014
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Spear, Elizabeth	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2014
N	Stephens, Elizabeth C.	Ph.D.	Professor Emerita	Curriculum and Instruction	.20	4,500.00	Spring 2014
R	Trenado, Eli	M.A.	Lecturer	Counseling, Leadership, Adult Education and School Psychology	.20	0.00	Spring 2014
R	Turner, Peter	B.B.A.	Lecturer	Health and Human Performance	.20	1,724.00	Spring 2014
R	Utley, Deborah F.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2014
R	Vaughan, Phillip	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2014
R	Vesseliza, Robert, Jr.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Werner, Patricia	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2014
R	Woodard, Richelle	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2014
R	Wuestenberg, Pamela	Ph.D.	Sr. Lecturer	Health and Human Performance	1.00	32,217.66	Spring 2014

#### COLLEGE OF FINE ARTS AND COMMUNICATION

R	Allen, Brian S.	B.F.A.	Lecturer	Art and Design	.20	3,000.00	Spring 2014
R	Archer, Jason A.	B.S.	Lecturer	Art and Design	.40	6,500.00	Spring 2014
R	Armitage, Keenah	H.S.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014
R	Barnes, Glenda	B.F.A.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2014
R	Bensman, Todd J.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	Bertling, Teresa S.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	Boysen, Karl L.	M.A.	Lecturer	Communication Studies	.20	3,700.00	Spring 2014
R	Breining, Linda N.	B.A.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2014
R	Brooker, Margaret	M.F.A.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014
N	Brow, Summer M.	M.F.A.	Lecturer	Art and Design	.20	3,612.00	Spring 2014
R	Butler, Adrienne R.	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Cannon, Robert V.	D.M.A.	Lecturer	Music	.20	5,400.00	Spring 2014
R	Cleveland, Robert	B.S.	Lecturer	Art and Design	.40	7,000.00	Spring 2014
R	Cochran, Denise	B.A.T.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2014
N	Cotner, John S.	Ph.D.	Lecturer	Music	.20	3,312.00	Spring 2014
R	Crosby, Jeffrey M.	M.F.A.	Lecturer	Art and Design	1.00	19,500.00	Spring 2014
R	Dahlenburg, Michelle	M.F.A.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014

N	Davila, Vianna R.	M.J.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	DeBow, Faith	M.M.	Sr. Lecturer	Music	.40	6,582.00	Spring 2014
N	DeWind, Bonnie B.	M.M.	Lecturer	Music	.20	3,862.00	Spring 2014
R	Dierolf, Wallace C.	M.M.	Lecturer	Music	.40	8,100.00	Spring 2014
N	Dolan, Alyson H.	B.F.A.	Lecturer	Theatre and Dance	.40	6,112.00	Spring 2014
R	Easterday, Anastasia	Ph.D.	Lecturer	Art and Design	.20	3,500.00	Spring 2014
R	Farwell, Wanda J.	D.M.A.	Lecturer	Music	.40	9,000.00	Spring 2014
R	Faseler, Shannon	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Fife, Tammy A.	M.F.A.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2014
N	Fisher, Paula M.	M.Ed.	Lecturer	Theatre and Dance	.20	500.00	Spring 2014
R	Fraser, Leslee R.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	Spring 2014
R	Frei, Seth S.	M.A.	Lecturer	Communication Studies	.40	6,400.00	Spring 2014
N	Garcia, Laritza D.	M.F.A.	Lecturer	Art and Design	.40	6,112.00	Spring 2014
R	Garza, George G., Jr.	M.M.	Lecturer	Music	.20	3,112.00	Spring 2014
R	George, Babetta	M.F.A.	Lecturer	Theatre and Design	.40	7,000.00	Spring 2014
R	Gibson, Darren A.	H.S.	Lecturer	Theatre and Dance	.20	3,000.00	Spring 2014
R	Girko, Stephen	M.M.	Lecturer	Music	.20	4,500.00	Spring 2014
R	Goode, Larry D.	B.F.A.	Lecturer	Art and Design	.20	3,500.00	Spring 2014
R	Hatt, George D.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	Haygood, Laura Y.	M.A.	Lecturer	Theatre and Dance	.20	1,000.00	Spring 2014
N	Heaton, Andrew P.	B.M.	Lecturer	Music	.20	4,112.00	Spring 2014
R	Hinojosa, Esteban	M.A.	Lecturer	Art and Design	.20	3,000.00	Spring 2014
N	Hinojosa, Leticia	M.A.	Lecturer	Art and Design	.20	3,112.00	Spring 2014
R	Jones, Jules B.	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Kelsey-Jones, Linda	B.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Khan, Salwa	Ph.D.	Lecturer	Journalism and Mass Communication	.20	4,000.00	Spring 2014
N	Landis, Nicholas	B.M.	Lecturer	Music	.20	3,112.00	Spring 2014
R	Lang, Kathryn A.	A.M.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2014
R	Lawson, Nicholas	M.F.A.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014
R	Maresca, Marqui	B.A.	Lecturer	Theatre and Dance	.20	3,000.00	Spring 2014
R	Markus, Dwight L.	M.A.	Lecturer	Theatre and Dance	.20	3,000.00	Spring 2014
R	Mauricio, Valentino	M.A.	Lecturer	Journalism and Mass Communication	.40	7,250.00	Spring 2014
R	McBride, Michael	Ed.D.	Professor Emeritus	Journalism and Mass Communication	.40	8,000.00	Spring 2014
R	McPherson, Ryan	M.A.	Lecturer	Communication Studies	.40	6,400.00	Spring 2014
R	McShane-Bolton, Kathleen M.	M.F.A.	Lecturer	Art and Design	.40	6,500.00	Spring 2014
R	Mercer, William E., Jr.	M.A.	Lecturer	Communication Studies	.20	3,200.00	Spring 2014
R	Miller, Blake P.	B.F.A.	Lecturer	Art and Design	.40	7,000.00	Spring 2014
R	Minor, Tobie S.	B.A.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014
R	Nuckolls, Kelsey J.	M.S.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Spring 2014
R	Oliver, Christa J.	M.A.	Lecturer	Theatre and Dance	.40	6,000.00	Spring 2014
R	Olsen, Carolyn A.	M.S.I.S.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	Perrin, Elvia	M.F.A.	Lecturer	Art and Design	.75	14,850.00	Spring 2014
R	Peters, Troy C.	M.A.	Lecturer	Music	.20	4,900.00	Spring 2014
R	Poyser, Bryan K.	B.S.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2014
R	Quintero, Michelle	M.M.	Lecturer	Music	.20	3,600.00	Spring 2014
R	Rebholz, Matthew	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Richey, Shannon	H.S.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2014
R	Rodriguez, Melissa D.	M.A.	Lecturer	Theatre and Dance	.20	4,000.00	Spring 2014
R	Rodriguez, Pedro	D.M.A.	Lecturer	Music	.40	5,900.00	Spring 2014

R	Scanlon, Russell	M.M.	Lecturer	Music	.40	6,375.00	Spring 2014
R	Scharlach, Jennifer M.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Spring 2014
R	Schwartz, Carol I.	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Sheehy, Ryan C.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2014
R	Short, David M.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,500.00	Spring 2014
R	Snowden, Sherry	M.Ed.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Sparrow, Polly L.	M.F.A.	Lecturer	Art and Design	.20	6,000.00	Spring 2014
R	Stahl, David S.	M.F.A.	Lecturer	Theatre and Dance	.40	7,000.00	Spring 2014
R	Summer, Stephen	J.D.	Lecturer	Music	.20	3,350.00	Spring 2014
R	Trittin, Brian L.	D.M.A.	Lecturer	Music	.20	3,600.00	Spring 2014
R	Tucker, Bradley J.	M.F.A.	Lecturer	Art and Design	.20	3,000.00	Spring 2014
R	Turner, Laura B.	M.F.A.	Lecturer	Art and Design	.75	14,850.00	Spring 2014
N	Tietz, Lauren K.	B.A.	Lecturer	Theatre and Dance	.20	3,112.00	Spring 2014
R	Visit, Christopher	M.F.A.	Lecturer	Art and Design	.20	3,500.00	Spring 2014
R	Waldrep, Lana R.	M.F.A.	Lecturer	Art and Design	.40	6,000.00	Spring 2014
R	Wiley, Gale F.	M.S.I.S.	Lecturer	Journalism and Mass Communication	.40	7,000.00	Spring 2014
R	Williams, Robin K.	M.A.	Lecturer	Art and Design	.70	7,000.00	Spring 2014
R	Wise, Holly L.	M.S.	Lecturer	Journalism and Mass Communication	1.00	22,500.00	Spring 2014
R	Wood, Thomas B.	M.M.	Lecturer	Music	.40	6,000.00	Spring 2014
N	Wright, Micah C.	M.A.	Lecturer	Journalism and Mass Communication	.20	4,000.00	Spring 2014

#### COLLEGE OF HEALTH PROFESSIONS

R	Baker, Christopher	D.C.	Lecturer	Physical Therapy	.40	6,000.00	Spring 2014
R	Booher, Barbara	M.S.N.	Lecturer	Nursing	.40	9,000.00	Spring 2014
N	Boultinghouse, Ronald L.	M.B.A.	Lecturer	Respiratory Care	.20	3,000.00	Spring 2014
N	Garcia, Stephen	B.S.C.L.S.	Lecturer	Clinical Laboratory Science	.20	4,500.00	Spring 2014
R	Greathouse, David G.	Ph.D.	Clinical Prof.	Physical Therapy	.40	6,000.00	Spring 2014
N	Jeffery, Janene L.	M.S.N.	Clinical Assoc. Prof.	Nursing	1.00	38,113.00	Spring 2014
R	Jones, Gay L.	M.S.N.	Clinical Asst. Prof.	Nursing	1.00	33,781.50	Spring 2014
N	Kroon, Pierre A.	D.P.T.	Clinical Asst. Prof.	Physical Therapy	.50	16,250.04	Spring 2014
N	Layton, Kimberly	M.S.H.P.	Lecturer	Health Administration	.50	11,169.25	Spring 2014
N	Martinez-Anderson, Dinorah G.	M.S.N.	Lecturer	Nursing	.20	3,000.00	Spring 2014
R	Pais, Peggy A.	M.S.N.	Lecturer	Nursing	.20	4,500.00	Spring 2014
R	Palm, Jason A.	M.S.N.	Lecturer	Nursing	.20	4,500.00	Spring 2014
N	Poole, Marcia	Ed.D.	Clinical Assoc. Prof.	Nursing	1.00	38,113.02	Spring 2014
R	Ripley, Erika M.	B.A.	Lecturer	Radiation Therapy	.20	3,000.00	Spring 2014
N	Robertson, Eric K.	D.P.T.	Clinical Asst. Prof.	Physical Therapy	.20	2,000.00	Spring 2014
R	Viljoen, Jacoba H.	M.S.N.	Lecturer	Nursing	.20	4,500.00	Spring 2014
R	Watkins, Katherine M.	M.S.N.	Lecturer	Nursing	.20	4,500.00	Spring 2014
N	Weitz, Timothy E.	J.D.	Lecturer	Health Administration	.20	5,000.00	Spring 2014
R	Wilson, Michele A.	M.S.N.	Lecturer	Nursing	.40	8,100.00	Spring 2014

#### COLLEGE OF LIBERAL ARTS

R	Bennett, David	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014
R	Carroll, Justin W.	M.F.A.	Lecturer	English	1.00	12,400.02	Spring 2014

N	Champion, James	Ph.D.	Professor Emeritus	Modern Languages	.50	18,475.25	Spring 2014
R	Conkling, Parish	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014
R	Cunningham, Deborah L.	Ph.D.	Lecturer	Anthropology	.20	5,000.00	Spring 2014
R	Ellis-Lai, Laura L.	M.Ed.	Lecturer	English	1.00	12,400.02	Spring 2014
N	Evans, Jacqueline	Ph.D.	Lecturer	Psychology	.20	3,500.00	Spring 2014
R	Feeler, William R.	M.F.A.	Lecturer	English	.75	9,300.02	Spring 2014
R	Glass-Smith, Allison R.	M.A.G.	Lecturer	Geography	.20	4,000.00	Spring 2014
R	Gomez, Carla P.	M.A.	Lecturer	Modern Languages	1.00	19,000.03	Spring 2014
N	Gonzalez, Julian	M.A.	Lecturer	Philosophy	.20	3,000.00	Spring 2014
R	Goyette, Kyle T.	M.A.	Lecturer	History	.40	8,000.00	Spring 2014
N	Griffin, Greg P.	M.A.Geo.	Lecturer	Geography	.20	4,000.00	Spring 2014
R	Haas, Ronny M.	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2014
R	Hickey, Theresa K.	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014
R	Hobbs, Brandon S.	M.A.	Lecturer	Philosophy	.20	3,000.00	Spring 2014
R	Hussain, Hammad	Ph.D.	Lecturer	Philosophy	.40	7,000.00	Spring 2014
R	Hyde, Sabrina G.	M.A.	Lecturer	Modern Languages	.50	9,689.99	Spring 2014
R	Inks, Riley	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014
R	Johnson, Russell	J.D.	Lecturer	Geography	.20	4,500.00	Spring 2014
R	Kanon, Elizabeth	Ph.D.	Lecturer	Philosophy	.75	14,917.50	Spring 2014
R	Kucera, Neil W.	J.D.	Lecturer	Geography	.20	4,500.00	Spring 2014
N	Lundy, Steven J.	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2014
R	Marshall, Robert	M.A.	Lecturer	History	.40	8,000.00	Spring 2014
R	McClain, Maggie	M.A.	Lecturer	Anthropology	.75	15,000.00	Spring 2014
R	Melgar-Lopez, Alba	M.A.	Lecturer	Modern Languages	1.00	20,227.64	Spring 2014
R	Mellard, Jason D.	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2014
R	Meyer, Amanda L.	M.A.	Lecturer	English	1.00	12,400.02	Spring 2014
N	Miller, Michael N.	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2014
R	Mixon, Amanda J.	M.A.	Lecturer	English	1.00	12,400.02	Spring 2014
R	Moses, Russell G.	Ph.D.	Lecturer	Philosophy	1.00	19,890.00	Spring 2014
R	O'Connor, Robert	Ph.D.	Lecturer	Philosophy	1.00	16,412.67	Spring 2014
N	Parr, David	M.S.	Lecturer	Geography	.20	4,000.00	Spring 2014
N	Pierson, Colin R.	M.S.	Lecturer	Sociology	1.00	20,000.00	Spring 2014
N	Raffeld, Paul C.	Ph.D.	Professor Emeritus	Psychology	.20	4,000.00	Spring 2014
R	Reed, Benjamin A.	M.F.A.	Lecturer	English	1.00	12,400.02	Spring 2014
R	Reesor, Nevitt D.	Ph.D.	Lecturer	Philosophy	1.00	19,890.00	Spring 2014
R	Register, Bryan R.	Ph.D.	Lecturer	Philosophy	.40	7,000.00	Spring 2014
R	Sanchez-Navarro, Blanca	M.A.	Lecturer	Psychology	.20	3,500.00	Spring 2014
R	Sansom, Andrew	Ph.D.	Lecturer	Geography	.20	4,500.00	Spring 2014
N	Sawyer, Johann A.	M.A.	Lecturer	Anthropology	.75	15,110.00	Spring 2014
R	Schaefer, Edward	M.A.	Lecturer	English	.75	9,491.67	Spring 2014
R	Shipman, Kelsey	M.F.A.	Lecturer	English	.20	3,100.00	Spring 2014
N	Smith, David A.	J.D.	Lecturer	Political Science	.20	3,120.00	Spring 2014
R	Sullivan, Elizabeth	M.Ed.	Lecturer	History	.40	8,000.00	Spring 2014
N	Summers, Jim	Ph.D.	Professor Emeritus	Philosophy	.20	6,000.00	Spring 2014
R	Synnestvedt, Cedric	M.F.A.	Lecturer	English	1.00	12,400.00	Spring 2014
R	Tiller, Glynn L.	Ph.D.	Lecturer	Political Science	.20	3,620.00	Spring 2014
R	Tunnell, Teddy B., Jr.	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2014
N	Twardowski, Jennifer N.	M.A.	Lecturer	Philosophy	.20	3,000.00	Spring 2014
N	Veidt, Cynthia L.	J.D.	Lecturer	Political Science	.20	3,120.00	Spring 2014
N	Vigil, Joseph J.	M.A.	Lecturer	English	1.00	12,400.00	Spring 2014
R	Villarreal, Baldemar C.	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014

R	Wallenstein, Eric	M.A.	Lecturer	English	1.00	12,400.00	Spring 2014
R	Williams, Justin W.	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2014
R	Wilson, Carolina	M.A.	Lecturer	Modern Languages	1.0	19,767.60	Spring 2014

#### COLLEGE OF SCIENCE AND ENGINEERING

N	Arellano, Javier B.	M.S.	Lecturer	Computer Science	.20	4,500.00	Spring 2014
R	Bond, Valleri L.	M.S.	Lecturer	Mathematics	.40	8,000.00	Spring 2014
R	Bragg, Matthew D.	M.S.T.	Lecturer	Engineering Technology	.20	3,000.00	Spring 2014
R	Chandler, Aglaia	Ph.D.	Lecturer	Biology	.40	8,112.00	Spring 2014
R	Dutta, Satyajit	M.S.	Lecturer	Engineering	.20	4,500.00	Spring 2014
R	Friedrichsen, James E., III	Ph.D.	Lecturer	Physics	.20	5,000.00	Spring 2014
N	Helm, Kathryn G.	M.Ed.	Lecturer	Mathematics	.20	3,500.00	Spring 2014
R	Hudson, Fred W., Jr.	Ph.D.	Lecturer	Computer Science	.20	6,250.00	Spring 2014
R	Lawrence, Thomas	M.S.	Lecturer	Engineering	.20	4,668.00	Spring 2014
R	McCracken, Shawn F.	Ph.D.	Lecturer	Biology	.20	0.00	Spring 2014
N	Merritt, Sally J.	M.S.	Lecturer	Computer Science	.75	11,111.11	Spring 2014
N	Owens, Robert L.	B.A.	Lecturer	Engineering Technology	.20	3,700.00	Spring 2014
N	Parhikhteh, Hadi	Ph.D.	Lecturer	Physics	.75	11,089.60	Spring 2014
R	Ramkumar, Vasant C.	Ph.D.	Lecturer	Computer Science	.40	9,500.00	Spring 2014
R	Roden, Charles M.	B.S.	Lecturer	Engineering Technology	.20	2,700.00	Spring 2014
R	Sumbera, Patricia	M.S.	Lecturer	Computer Science	.40	9,000.00	Spring 2014
R	Swartz, Craig H.	Ph.D.	Lecturer	Physics	1.00	15,000.00	Spring 2014
R	Talley, Austin B.	Ph.D.	Lecturer	Engineering	.20	4,500.00	Spring 2014
R	Telang, Nina K.	Ph.D.	Lecturer	Engineering	.20	4,835.00	Spring 2014
R	Walters, Jerel B.	M.B.A.	Lecturer	Engineering	.20	4,500.00	Spring 2014
R	Wright, Robert L.	M.S.T.	Lecturer	Engineering Technology	.20	4,700.00	Spring 2014

#### HONORS COLLEGE

R	Dickinson, Michael	M.A.	Lecturer	Honors College	.20	3,500.00	Spring 2014
R	Haas, Ronny M.	Ph.D.	Lecturer	Honors College	.20	3,500.00	Spring 2014
N	Hammon, Linda L.	M.Ed.	Lecturer	Honors College	.20	3,500.00	Spring 2014
N	Mellard, Jason D.	Ph.D.	Lecturer	Honors College	.20	3,500.00	Spring 2014
N	Vaughan, James	Ph.D.	Lecturer	Honors College	.20	3,500.00	Spring 2014
R	Winchell, Anne E.	M.F.A.	Lecturer	Honors College	.25	3,500.00	Spring 2014

#### UNIVERSITY COLLEGE

N	Carter, Temple M.	M.Ed.	Sr. Lecturer	University College	1.00	21,000.00	Spring 2014
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## Texas State University

### ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

#### ADDITIONS

1. Bedell, Bradley H., B.A., Assistant Coach, Football, at a 12-month rate of \$85,000, on a full-time basis, effective January 24, 2014.
2. Carson, Matthew I., M.Ed., Manager, Ticket Office, Strutters/Ticket/Mktg/Cheer, at a 12-month rate of \$48,374, on a full-time basis, effective March 24, 2014.
3. Cerar, Maria L., A.A., Assistant Director, Undergraduate Admissions, Office of Undergraduate Admissions, at a 12-month rate of \$39,960, on a full-time basis, effective March 24, 2014.
4. Edelstone, Michael W., B.A., Graphic Artist I, Office of University Marketing, at a 12-month rate of \$47,000, on a full-time basis, effective February 10, 2014.
5. Gaitan, Jennifer L., A.A., Research Coordinator, College of Science and Engineering, at a 12-month rate of \$49,260, on a full-time basis, effective February 24, 2014.
6. Hagle, Kasey L., B.A., Child Care Teacher, Child Development Center, at a 12-month rate of \$26,496, on a full-time basis, effective February 17, 2014.
7. Jalloh, Yenkie N., B.A., Child Care Teacher, Child Development Center, at a 12-month rate of \$26,496, on a full-time basis, effective March 17, 2014.
8. Luhn, Jessica L., M.A., Academic Advisor I, University College Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective January 13, 2014.
9. Meraz, Ana C., A.A., Coordinator, Advancement Support, Donor Services, at a 12-month rate of \$47,000, on a full-time basis, effective March 24, 2014.
10. Montgomery, Luke A., M.S., Assistant Athletic Trainer, Athletic Trainers, at a 12-month rate of \$40,000, on a full-time basis, effective January 13, 2014.
11. Morales, Jennifer N., B.A., Grant Specialist, Texas Justice Court Training Center, at a 12-month rate of \$46,800, on a full-time basis, effective February 10, 2014.
12. Perry, Mary E., M.H.R., Research Coordinator, College of Science and Engineering, at a 12-month rate of \$49,260, on a full-time basis, effective January 13, 2014.
13. Swift, Angela N., M.L.S., Librarian, University Library, at a 12-month rate of \$20,991, on a part-time basis, effective January 1, 2014.
14. Thompson, John W., B.S.Ed., Assistant Coach, Football, at a 12-month rate of \$118,800, on a full-time basis, effective March 17, 2014.
15. Torres, Matthew D., B.S., Academic Advisor I, University College Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective February 1, 2014.
16. Ulman, Bethany L., M.A., Student Development Specialist 1, Athletic Academic Center, at a 12-month rate of \$39,500, on a full-time basis, effective March 17, 2014.
17. Vandenberg, Kristin., B.F.A., Operations Manager, Performing Arts Center, College of Fine Arts and Communication, at a 12-month rate of \$54,960, on a full-time basis, effective January 1, 2014.
18. Vandenberg, Scott P., B.A., Lighting Supervisor, College of Fine Arts and Communication, at a 12-month rate of \$45,000, on a full-time basis, effective January 1, 2014.
19. Walkes, Skyler D., M.A., Assistant Director, Disability Services, Office of Disability Services, at a 12-month rate of \$58,008, on a full-time basis, effective January 6, 2014.
20. Wright, Paul H., M.B.A., Grant Specialist, Small Business Development Center, at a 12-month rate of \$47,000, on a full-time basis, effective February 24, 2014.

#### RESIGNATIONS

1. Banda, Samantha C., Academic Advisor I, Health Professions Academic Advising Center, effective January 1, 2014.
2. Brewington, Angella P., Instructional Design Course Developer, Instructional Design Support, effective January 18, 2014.
3. Camacho III, Joe, User Services Consultant I, Client Services, effective March 19, 2014.
4. Contreras, Frank, Grant Director, Non-Faculty, Center for Migrant Education, effective February 22, 2014.

5. Hennington, Earnest K., Residence Hall Director, Department of Housing and Residential Life, effective February 15, 2014.
6. Hill, Christopher J., Director, Facilities Operation, Facilities Operations, effective January 18, 2014.
7. Jones, Lindsay D., Costume Shop Manager, Department of Theatre and Dance, effective January 27, 2014.
8. Justice, Bradley W., Coordinator, Athletics Events, Strahan, effective January 3, 2014.
9. Lux, Stephen M., Computer Programmer II, Educational Technology Center, effective February 1, 2014.
10. McElroy, Lori L., Information Security Officer, VP for Information Technology, effective February 1, 2014.
11. Moseley, Ruby M., Grant Coordinator, Texas School Safety Center, effective January 30, 2014.
12. Naivar, Craig W., Assistant Coach, Football, effective March 4, 2014.
13. Nguyen, Duy N., Programmer Analyst II, Enterprise Business Intelligence and Automation, effective February 15, 2014.
14. Perry, Mary E., Research Coordinator, College of Science and Engineering, effective January 25, 2014.
15. Pickering, Jennifer K., Child Care Teacher, Child Development Center, effective February 1, 2014.
16. Ransom, Ashley N., Student Development Specialist I, PACE Advising Center, effective March 15, 2014.
17. Reyes, Guadalupe R., Student Development Specialist I, PACE Advising Center, effective January 17, 2014.
18. Rice, Darrien W., Residence Hall Director, Department of Housing and Residential Life, effective March 5, 2014.
19. Ries, Cynthia W., Research Coordinator, Office of the Associate VP for Research and Federal Relations, effective March 1, 2014.
20. Shaw, Gordon A., Assistant Coach, Football, effective January 13, 2014.
21. Sisler, Bailey M., Academic Advisor I, PACE Advising Center, effective January 20, 2014.
22. Skrivanek, Jacqueline J., Coordinator, Child Development Center, Child Development Center, effective March 20, 2014.
23. Sloane, Kobi L., Academic Advisor I, Fine Arts and Communication Academic Advising Center, effective January 25, 2014.
24. Starcevich, Jamie C., Graphic Artist II, Office of University Marketing, effective March 1, 2014.
25. Vazquez, Andrea, Grant Coordinator, Center for Migrant Education, effective February 1, 2014.
26. Verschueren, Joseph A., Manager, Ticket Office, Strutters/Ticket/Mktg/Cheer, effective January 1, 2014.
27. Weatherby, Katie F., Child Care Teacher, Child Development Center, effective January 22, 2014.
28. White, Anthony L., Assistant Director, Department of Housing and Residential Life, effective January 4, 2014.

#### **RETIREMENTS**

1. Fatout, Leslie P., Librarian, University Library, effective January 3, 2014.
2. McAllister, John B., Assistant Director, Auxiliary Services, Auxiliary Services, effective February 1, 2014.
3. Phillips, Nancy B., Coordinator, Advancement Support, Donor Services, effective February 1, 2014.
4. Tomlinson, Bill G., Construction Project Manager, Facilities Planning Design, effective February 1, 2014.
5. Witowski, Jerome A., Supervisor, Laboratory Services, Student Health Center, effective January 21, 2014.

#### **TERMINATIONS**

1. Acevedo, Gerald R, Senior Construction Inspector, Facilities Planning, Design, effective December 12, 2013. – Deceased
2. Nichols, James B., Librarian, University Library, effective February 15, 2014.

## PROMOTIONS

1. Brister, Nancy A., B.B.A., Business Process Analyst to Sr Business Process Analyst, Enterprise Systems, at a 12-month rate of \$85,000, on a full-time basis, effective January 23, 2014.
2. Bynum, Douglas L., B.A.A.S., Manager, Operations and Energy to Director, Facilities Operation, Facilities Operations, at a 12-month rate of \$93,000, on a full-time basis, effective March 1, 2014.
3. Cajayon, Reginald S., B.S., Grant Specialist to Grant Coordinator, Tx School Safety Center, at a 12-month rate of \$67,200, on a full-time basis, effective March 31, 2014.
4. Cochrum, Lindsay A., M.S., Academic Advisor I to Student Development Specialist I, PACE Advising Center, at a 12-month rate of \$38,000, on a full-time basis, effective March 17, 2014.
5. Freeman, Karan A., B.S., Medical Technologist to Supervisor, Laboratory Services, Student Health Center, at a 12-month rate of \$50,004, on a full-time basis, effective March 2, 2014.
6. Gandhi, Komal A., M.Ed., Instructional Design Course Developer to Instructional Designer, Instructional Design Support, at a 12-month rate of \$50,000, on a full-time basis, effective January 12, 2014.
7. Hannah, Christopher W., M.S., Athletics Intern to Coordinator, Athletics Events, Strahan, at a 12-month rate of \$32,400, on a full-time basis, effective February 9, 2014.
8. LaGrange, Jennifer L., B.S., Technical Training Analyst to Coordinator, IT Projects, Client Services, at a 12-month rate of \$60,000, on a full-time basis, effective January 1, 2014.
9. Lewandowski, Justin R., B.A., Administrative Assistant II to Academic Advisor I, Health Professions Academic Advising Center, at a 12-month rate of \$32,000, on a full-time basis, effective March 30, 2014.
10. Madden, Traci L., B.S., Grant Secretary to Grant Specialist, Texas School Safety Center, at a 12-month rate of \$37,200, on a full-time basis, effective February 23, 2014.
11. Marshall, Karen J., B.A., Coordinator, IT Projects to Business Process Analyst, Enterprise Business Intelligence and Automation, at a 12-month rate of \$68,250, on a full-time basis, effective March 1, 2014.
12. Mills, Martin J., H.S., Assistant Director, Enterprise Business Intelligence and Automation to Director, Enterprise Business Intelligence and Automation, Enterprise Systems, at a 12-month rate of \$111,445, on a full-time basis, effective January 10, 2014.
13. Pridgen, Stephanie E., M.A., Academic Advisor I to Student Development Specialist I, University College, at a 12-month rate of \$38,000, on a full-time basis, effective January 2, 2014.
14. Rentz, Paivi H., M.S., Administrative Librarian to Librarian, University Library, at a 12-month rate of \$71,307, on a full-time basis, effective March 1, 2014.
15. Reyes, Jaimie R., M.A., Academic Advisor I to Student Development Specialist I, PACE Advising Center, at a 12-month rate of \$38,000, on a full-time basis, effective February 10, 2014.
16. Schaeetz, Drew R., B.S., Administrative Assistant II to Instructional Design Course Developer, Instructional Design Support, at a 12-month rate of \$42,000, on a full-time basis, effective March 16, 2014.
17. Schoppe, James R., B.S., Programmer Analyst I to Systems Programmer I, Core Systems, at a 12-month rate of \$64,800, on a full-time basis, effective January 1, 2014.
18. Tiff, Allison E.C., M.A., Academic Advisor I to Academic Advisor II, University College Advising Center, at a 12-month rate of \$43,000, on a full-time basis, effective February 1, 2014.
19. Weddle, Jill N., B.S., Graduate Research Assistant to Instructional Design Course Developer, Instructional Design Support, at a 12-month rate of \$40,000, on a full-time basis, effective February 23, 2014.

## RECLASSIFICATION

1. Bennett, Catrin E., B.A., from Grant Secretary to Grant Specialist, Department of Geography, at a 12-month rate of \$36,547, on a full-time basis, effective February 1, 2014.
2. Buratti, James P., M.S., from Supervisor, Education Technology Center and Webmaster to Sr User Services Consultant/Webmaster, at a 12-month rate of \$73,766, on a full-time basis, effective March 1, 2014.
3. Diert, Justin M., B.A., from Graphic Artist I to Graphic Artist II, Office of University Marketing, at a 12-month rate of \$40,000, on a full-time basis, effective February 1, 2014.



4. Garrett, Kimberly A., H.S., from Assistant Director, Donor Services to Associate Director, Endowment Services, Donor Services, at a 12-month rate of \$67,000, on a full-time basis, effective January 1, 2014.
5. Garrett, Leslie A., B.A., from Development Officer to Outreach Coordinator, College of Liberal Arts, at a 12-month rate of \$37,500, on a full-time basis, effective February 1, 2014.
6. Jones, Elisabeth P., B.S., from Child Care Teacher Aide to Child Care Teacher, Child Development Center, at a 12-month rate of \$27,000, on a full-time basis, effective February 1, 2014.
7. Raymer, Gaila R., B.F.A., from Specialist, Theatrical Program to Operations Manager, Performing Arts, School of Music, at a 12-month rate of \$53,068, on a full-time basis, effective March 1, 2014.
8. Shanks, Brain K., B.A., from Assistant Director, Instructional Technologies to Associate Director, Instructional Technologies, Academic Lab/Server Support, at a 12-month rate of \$80,601, on a full-time basis, effective February 1, 2014.
9. Weatherly, Megan L., M.A., from Instructional Designer to Sr Instructional Designer, Office of Distance and Extended Learning, at a 12-month rate of \$49,260, on a full-time basis, effective February 1, 2014.

#### **APPOINTMENT OF RELATIVES**

1. Franchione, Dennis Wayne, Head Coach, Football and Bradley T. Franchione, Assistant Coach, Football.
2. Vandenberg, Kristin Leigh, Operations Manager, Performing Arts, College of Fine Arts & Communication and Scott Peter Vandenberg, Lighting Supervisor, College of Fine Arts & Communication.
3. Colgin, Kindra D., Senior Administrative Assistant, College of Fine Arts & Communication and Kassie Deeann Colgin, Student Worker, College of Fine Arts & Communication.
4. Deitschel, Peter J., Chair of Aerospace Studies (ROTC) and Megan Marie Deitschel, Student Worker, Aerospace Studies (ROTC).

## Texas State University

### Administrative Reappointments

1.	Bourgeois, Eugene J.*	Provost and Vice President for Academic Affairs	Ph.D.	24
2.	Breier, Barbara E.	Vice President, University Advancement	Ph.D.	2
3.	Brown, Daniel A.	Dean, University College and Director of the PACE Center	Ph.D.	3
4.	Carpenter, D. Stanley*	Dean, College of Education	Ph.D.	11
5.	Chahin, T. Jaime *	Dean, College of Applied Arts	Ph.D.	27
6.	Galloway, Heather C.*	Dean, Honors College	Ph.D.	19
7.	Golato, Andrea*	Dean, The Graduate College	Ph.D.	1
8.	Hennessy, Michael J.*	Dean, College of Liberal Arts	Ph.D.	34
9.	Mottet, Timothy P.*	Dean, College of Fine Arts and Communication	Ed.D.	3
10.	Nance, William A.	Vice President for Finance and Support Services	B.B.A.	23
11.	Seidman, B. Stephen*	Dean, College of Science	Ph.D.	5
12.	Smart, Denise T.*	Dean, McCoy College of Business	Ph.D.	14
13.	Smith, Joanne H.	Vice President for Student Affairs	Ph.D.	22
14.	Teis, Lawrence B.	Director, Athletics	Ph.D.	15
15.	Trauth, Denise M.*	President	Ph.D.	12
16.	Welborn, Ruth B.*	Dean, College of Health Professions	Ph.D.	39
17.	Wyatt, C. Van *	Vice President for Information Technology	Ph.D.	14

\*Tenured in an academic department

**LAMAR INSTITUTE OF TECHNOLOGY  
MAY 2014**

**FACULTY PERSONNEL CHANGES**

**RESIGNATIONS**

1. None to report

**RETIREMENTS**

1. None to report

**LEAVE OF ABSENCE**

1. None to report

**NON-REAPPOINTMENTS**

1. None to report

**CHANGES IN STATUS/TITLE**

1. None to report

**WITH TENURE**

1. McNamara, Josh, B.A.A.S., Instructor II, effective September 1, 2014

**PROMOTION**

1. Brown, Mary Lyn, M.Ed., Instructor III, effective September 1, 2014
2. De la Rosa, Alfred, M.S., Instructor III effective September 1, 2014
3. Hill, Angela, M.E., Instructor II, effective September 1, 2014
4. McNamara, Josh, B.A.A.S., Instructor II, effective September 1, 2014
5. Tinsley, Judy, A.A.S., Instructor II, effective September 1, 2014
6. Waldrep, Staci, M.S., Instructor III, effective September 1, 2014

**OTHER**

1. None to report

**RECOMMENDATION FOR RE-EMPLOYMENT OF FULL-TIME FACULTY FOR 2014-2015**

DEPARTMENT	TITLE	DEGREE	TENURE	YEARS
<u>Allied Health &amp; Science:</u>				
Trahan, Sheila (Chair)	Instructor II	M.Ed.	Yes	14
Barron, Bryan	Instructor I	D.C.	Yes	5
Barrow, Brenda	Instructor IV	M.Ed.	Yes	23
Bland, Lisa	Instructor I	A.A.S.	Yes	4
Brown, Deborah	Instructor III	M.S.	Yes	14
Cobb, Tena	Instructor I	A.A.S.	Yes	4
Cummings, Barbara	Instructor I	B.S.	No	1
DeRaneiri, Dianne	Instructor I	A.A.S.	Yes	8
Griffin, Joy	Instructor II	B.S.I.T.	Yes	7
Harrell, Lisa	Instructor II	B.S.	Yes	8

Johnson, Tonia	Instructor I	A.A.S.	No	3
Lanoue, Stephanie	Instructor II	M.A.	Yes	8
Mann, Melissa	Instructor I	A.A.S.	No	1
McKinley, Cynthia	Instructor III	B.A.A.S.	Yes	17
McMahon, Gina	Instructor II	A.A.S.	Yes	10
Nance, Sheryl	Instructor IV	B.A.A.S.	Yes	20
Parrott, Patti	Instructor II	M.S.	Yes	7
Robinson, Samantha	Instructor I	B.A.A.S.	Yes	5
Rogers, Lori	Instructor I	B.S.	Yes	5
Rowlett, Vicki	Instructor III	B.S.	Yes	17
Quinn, Ginger	Instructor I	A.A.S.	No	0
Sandusky, Renee	Instructor I	B.S.	No	1
Smith, April	Instructor I	A.A.S.	No	1
Stinebrickner, Lacey	Instructor I	A.A.S.	Yes	4
Taylor, Stacey	Instructor I	A.A.S.	Yes	4
Tinsley, Judy	Instructor I	A.A.S.	Yes	7
Tornwall, Ruth	Instructor IV	M.S.	Yes	34
Walden, Gwendolyn	Instructor I	B.S.	Yes	9
Waldrep, Stacie	Instructor II	M.S.	Yes	14
Williams, Gail	Instructor IV	M.S.	Yes	22

Business Technologies:

Miller, Stephen (Chair)	Instructor II	D.M.	Yes	10
Arnold, Laurie	Instructor II	M.Ed.	Yes	10
Booth, Kara	Instructor II	M.B.A.	Yes	7
Bourgeois, Luke	Instructor II	B.A.A.S.	Yes	10
Hill, Angela	Instructor I	M.E.	Yes	5
Hudnall, Stephen	Instructor I	A.A.S.	No	1
Jacobs, Sharon	Instructor II	M.Ed.	Yes	10
McNamara, Josh	Instructor I	B.A.A.S.	Yes	8
Pinson, Thomas	Instructor II	M.B.A.	Yes	10
Pratt, Jonathan	Instructor I	B.B.A.	No	1
Rivera, Lizzette	Instructor II	M.A.	Yes	12
Storbeck, Tim	Instructor II	B.A.A.S.	Yes	12
Stoudemayer, Linda	Instructor III	M.S.	Yes	15
Wilsker, Ira	Instructor IV	M.B.A.	Yes	37

Public Service & Safety:

Mitchell, Nicole	Instructor I	M.S.	No	0
Noyola, Thomas	Instructor I	Ed.D.	Yes	11
White, Dennis	Instructor I	M.S.	Yes	10

General Education & Developmental Studies:

Davis, Michelle (Chair)	Instructor I	M.S.	Yes	4
Abedelwahab, Widad	Instructor I	M.Ed.	No	1
Brown, Mary Lyn	Instructor II	M.Ed.	Yes	9
De la Rosa, Alfred	Instructor II	M.S.	Yes	10
Henry, Bradd	Instructor I	M.Ed.	No	1
Hooker, David	Instructor III	M.A.	Yes	20
Hurlbut, Brian	Instructor III	M.B.A.	Yes	15
Katz, Dawn	Instructor I	M.A.	No	1
McClelland, Rita	Instructor III	M.A.	Yes	14
Rueda, Emily	Instructor III	M.S.	Yes	12
Sizemore, William	Instructor I	M.A.	Yes	5
Smith, Leigh	Instructor II	Ed.D.	Yes	16
Spencer, Tracy	Instructor II	Ph.D.	Yes	15
Strickland, Mary	Instructor III	M.A.	Yes	16

Technology:

O'Connor, Pat (Chair)	Instructor II	B.S.	Yes	8
Banks, Baron	Instructor II	B.A.	Yes	16
Bingham, Jason	Instructor I	A.A.S.	Yes	4
Campbell, Jerry	Instructor IV	A.A.S.	Yes	38
Champagne, Steve	Instructor I	A.A.S.	Yes	5
Eldred, Deanna	Instructor I	M.S.	No	0
Gaus, Henry	Instructor II	A.A.S.	Yes	15
Grissom, Darrell	Instructor I	A.A.S.	Yes	14
Hargrave, Minus	Instructor I	A.A.S.	Yes	27
Holton, William	Instructor I	B.B.A.	Yes	10
Jacobs, Weldon	Instructor II	B.A.A.S.	Yes	16
Joubert, Jason	Instructor I	B.S.	No	1
Khatri, Vinod	Instructor I	B.S.	No	4
Koenig, Russell	Instructor II	A.A.S.	Yes	13
Matak, Pete	Instructor IV	A.A.S.	Yes	36
McAnally, Richard	Instructor I	A.A.S.	No	2
McKeehan, John	Instructor II	A.A.S.	Yes	7
Neely, Edgar	Instructor II	A.A.S.	Yes	14
Perry, Ronald	Instructor IV	A.A.S.	Yes	19
Pousson, Johnny	Instructor I	A.A.S.	No	1
Rodriguez, Paul	Instructor III	B.S.I.T.	Yes	15
Tucker, Walter	Instructor III	A.A.S.	Yes	15
W. Parker, Tiffanie	Instructor I	B.A.A.S.	No	0
Worry, Valerie	Instructor I	Ed.D.	No	2

## ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

### ADDITIONS

1. None to report

### RETIREMENTS

1. None to report

### RESIGNATIONS

1. Adams, Jimmy, Ed.D., Dean of Workforce Development, effective February 7, 2014

### CHANGES IN STATUS/TITLE

1. Mason, Kenneth, Interim Chair of Public Service and Safety Department, effective January 1, 2014

### RECOMMENDATION FOR RE-EMPLOYMENT OF ADMINISTRATIVE AND PROFESSIONAL STAFF FOR 2014-2015:

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Years at LIT</u>
Albright, Bonnie A.	V.P. for Finance & Operations	B.B.A.	15
Armentor, Melissa	Dean of Instruction	M.S.	24
Bammert, Angela	Coordinator of Student Activities	B.S.	3
Barbosa, Isaac	Director of Computer Services	M.B.A.	16
Barnett, Vacochia	Director, Corp. Training		1
Block, David	Webmaster	A.A.S.	5
Brown, Joanne	Director of Development & Exec Dir. LIT Foundation	B.A.	5
Cioci, Nickolaus	Evening Coordinator	M.Ed.	2
Cole, Rebecca	Special Populations/ Academic Advisor	B.G.S.	6
Crawford, Francis	Coordinator of Student Services	B.A.A.S.	13
Duncan, Gary	Director Police Academy	M.P.A.	28
Falb, Cathy	Coordinator of Student Financial Aid	N/A	12
Fisher, Marsha	Learning Lab Coordinator	B.S.	18
Fortenberry, Linda S.	Exec. Asst. to President	N/A	46
Griffin, Lisa	Accountant	B.B.A.	9
Hale, Christie	Clinical Coordinator EMS	A.A.S.	3
Hartman, Marlon	Coordinator	N/A	17
Hunt, Tiara	Director, Continuing Ed.	M.B.A.	0
Jefferson, Vivian	Vice President Student Services	Ed.D.	7
Johnson, Lori	Director, Testing Center	M.Ed.	1
Jordan, Venecia	Accountant II	B.B.A.	
Lanuza, Melanie	Publication Specialist	B.S./B.A.	4
Lawson, Sha Nelle	Field Representative	M.Ed.	3
Lisk, Robin	Director Distance Ed.	M.Ed.	4
Marsh, Christine	Asst. Coordinator Institutional Effectiveness	B.B.A.	1

Mason, Kenneth	& Grants Asst. Director of Police Academy/Interim Dept. Chair, Public Service And Safety	B.S.	8
McCammon, Elizabeth	Instructional Staff II	N/A	12
Miller, Beth	Director Public Information And Marketing	M.A.	9
Mosley, David	Director Institutional Effectiveness & Grants	B.B.A.	17
Nelson, Deloris	Field Representative/ Academic Advisor	B.A.	4
Placette, Alicia	Accountant II	B.B.A.	13
Prudhomme, Joshua	Network Specialist III	N/A	3
Randall, John	Coordinator, Fire Academy	B.A.A.S.	1
Reynard, Betty	V.P. Academic Affairs & Workforce Development	Ed.D.	35
Sanders, Robert	Instructional Staff II	N/A	6
Schroeder, Lisa	Financial Aid Director	M.B.A.	14
Singh, Shivinder	Programmer III	M.S.	6
Szuch, Paul	President	Ed.D.	8
Tweekrem, Charlotte	Development Coordinator	N/A	3
Wiggins, Jack	Dir. Facilities Maintenance	A.A.S.	14
Welch, James	Program Director, EMS	A.A.S.	7
Woodall, Jason	Instructional Designer	M.Ed.	1

## LAMAR STATE COLLEGE-ORANGE

### FACULTY PERSONNEL CHANGES

**PROMOTION:**

1. None to report.

**RETIREMENTS:**

1. None to report

**TERMINATIONS:**

1. None to report.

**WITH TENURE:**

1. None to report.

### NOMINATIONS FOR RE-EMPLOYMENT OF FACULTY, 2014-2015

<u>Name</u>	<u>Rank</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years at LSC-O</u>
<b>Department of Allied Health</b>				
Antoon, Melody	Instructor	BS,MS	No	5
Baker, Suzanne	Instructor	AAS,RN	No	11
Carroll, Linda	Instructor	AS	No	10
Cole, Angela	Instructor	BSN	No	6
Daniel, Martha	Instructor	BSN	No	6
Fears, Dixie	Instructor	ADN	No	12
Foreman, Sherri	Instructor	BS	No	8
Flippen, Carolyn	Instructor	Cert.	No	13
Granger, Thera	Instructor	Cert.	No	4
LeBlanc, Lorrie	Instructor	BSN	No	18
Lumpkin, Linda	Instructor	MS	No	1
Meloncon, Janet	Instructor	MS	Yes	8
McGee, Leah Anne	Assistant Professor	MS	Yes	22
Nguyen, Loan	Instructor	Cert.	No	0
Paulk, Charlene	Instructor	ADN,RN	No	20
Trotter, Jennifer	Instructor	MBA	No	3
<b>Department of Business and Technology</b>				
Best, A.	Assistant Professor	MS	Yes	30
Dorman, Bonnie	Instructor	MEd	Yes	38
Dotson, Diane	Instructor	BBA	No	11
Ellis, James	Instructor	MBA	Yes	16
Geis, Earl	Instructor	BS	No	2
Jinks, Julie	Instructor	MEd	No	4
Phillips, Catherine	Instructor	MS	Yes	15
Reeder, Michael	Instructor	BS	No	1
Turner, Carol	Instructor	Cert, AS	No	12
Vickers, Amber	Instructor	MBA	No	5



**Department of Liberal Arts**

Deal, Alicia	Instructor	PhD	No	0
Doss, Kevin	Instructor	MA	Yes	18
Miller, Roberta C.	Instructor	MS	Yes	25
Owens, Eric	Instructor	MA	No	8
Preslar, Andrew B.	Instructor	MA	Yes	29
Priest, Karen	Assistant Professor	MA	Yes	28
Rather, Michael	Instructor	MA	No	1
Turkel, Arlene	Associate Professor	EdD	Yes	27
Williams, Kathryn	Instructor	MS	No	9

**Department of Math & Science**

Crockett, Suzonne	Instructor	BS	No	10
Hodges, Lisette	Instructor	MS	Yes	7
Jureidini, Elias	Assistant Professor	MS	Yes	22
Keeney, Hunter	Instructor	MS	No	4
Kennaugh, Christopher	Instructor	PhD	No	2
Kim, Jongchul	Assistant Professor	PhD	Yes	7
McClure, Matthew	Professor	PhD	Yes	20
Moreau, Dallas	Instructor	MA	No	2
Song, Ni	Assistant Professor	PhD	No	4
Thomas, Donald R.	Instructor	MSE	No	22
Wilmore, Larry	Assistant Professor	MS,MEd	Yes	41

## LAMAR STATE COLLEGE-ORANGE

### ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

**ADDITIONS:**

1. Smith, Samantha, Librarian, effective April 1, 2014 at a 12 month salary of \$44,500.

**RETIREMENTS:**

1. None to Report

**PROMOTIONS:**

1. None to Report

### RE-EMPLOYMENT OF ADMINISTRATIVE AND NON-CLASSIFIED PERSONNEL, 2014-2015

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years</u>
Shahan, J. Michael	President	PhD	Yes	37
Rogers, Dana	VP for Finance & Operations	BS/CPA	No	18
Yeater, Michael	VP for Student Services & Aux. Ent.	MS	No	1
Kirkland, Joseph	VP Academic Affairs	PhD	Yes	4
Dando, Carla	Dean of Instruction	MA/MS	No	9
Cowart, Lisa	Director of Cont. Ed & Workforce Ed	BBA	No	1
Wyles, Cynthia	Director of Marketing/Public Information	BS	No	9
Barrientos, Antonio	Director of Learning Res. Center	BAAS	No	21
Bedair, Brenda	Director of Accounting	BBA/CPA	No	7
Burnett, Linda	Director of Information Services	BS	No	17
Campbell, Jesse	Director of Security & Community Liaison	MEd	Yes	37
Vacant	Coordinator of Student Activities			
Evans, Tabitha	Director of Purchasing	BS	No	2
Goins, David	Director of Physical Plant		No	8
Gray, Alicia	Director of Human Resources	BBA/PHR	No	4
McCoy, Mary Jane	Director of Library Services	MLS	No	16
Sizemore, Mary	Division Director College Success	MA	No	2
Olson, Kerry	Director of Financial Aid	BBA	No	23
Rather, Kathryn	Director of Institutional Effectiveness	MS	No	1
Sethna, Bishar	Director of Institutional Research	EdD	No	20
Simar, Gina	Director of Allied Health	Med	No	22
Spears, Jacqueline	Director of Business & Technology	Med	No	16
Simmons, Jamie	Director of Finance	BS	No	8
Whitehead, Gwendolyn	Director of Arts & Science	PHD	Yes	24
McAnelley, Rebecca	Registrar	BS	No	27
Smith, Terrie	Manager Brown Center		No	15
Bane, Susan	Payroll Manager	BBA	No	12
Townsend, Stephanie	Accountant III	MBA	No	6
Thompson, Denetta	Accountant II	AAS	No	5
Saenz, Carissa	Accountant I	MS	No	0
Lanphar, Tara	System Administrator	AAS	No	17
Petitjean, Kevin	Systems Analyst II	AAS	No	9
Petitjean, Jennifer	Web Administrator	BBA	No	6
Johnson, David	Network Analyst Senior	AAS	No	18
Cheatham, Linda	User Services Telecom	AAS	No	18
Srinivasan, Sribhagyam	Instructional Designer	EDD	No	7
Choate, Judy	Academic Advisor/Job Placement	BS	No	13

Marcantel, Laurie	Academic Advisor/Special Pop	MEd	No	8
Carline, Kara	Academic Advisor/Transfer Success	MBA	No	0
January, Cheryl	Academic Advisor/Retention Services	BSW	No	8
Pressler, Elizabeth	Learning Lab Manager	BS	No	6
Norville, Victoria	Testing Administrator	BBA	No	18
Richard, Whitney	Recruiter	BS	No	0
Kinto, Diana	Coordinator of Financial Aid	BAAS	No	9
Scales, Carrie	Financial Aid Advisor	AAS	No	12
Kapranos, Aubrey	Librarian	MLS	No	13
Smith, Samantha	Librarian	MLS	No	0

## Lamar State College – Port Arthur

### **FACULTY PERSONNEL CHANGES NEW HIRES**

1. None to report.

### **RESIGNATIONS**

1. Gayla Brown effective January 3, 2014.
2. Elias Rangel effective March 31, 2014.

### **RETIREMENTS**

1. Cynthia Guidry effective August 31, 2014.
2. Daniel Harriman effective August 31, 2014.

### **NON-REAPPOINTMENTS**

1. None to report.

### **CHANGES IN STATUS**

1. Mark Douglas from part-time Instructor/Skills Lab Coordinator to full-time ADN Instructor effective April 1, 2014.
2. Shirley MacNeill from full-time Instructor to Interim Upward Mobility Nursing Program Coordinator effective May 1, 2014.

### **WITH TENURE**

1. James E. Cammack effective September 1, 2014.
2. Nancy Longlet effective September 1, 2014.
3. Lisa Smith effective September 1, 2014.

**NOMINATIONS FOR EMPLOYMENT AND RE-EMPLOYMENT OF FACULTY  
2014-2015**

<b>Name</b>	<b>Rank</b>	<b>Degree</b>	<b>Tenured</b>	<b>Years of Service</b>
<b>ACADEMIC DIVISION</b>				
Department of Liberal Arts				
Capeles, Tina	Instructor	MPA	No	1
Cockrell, Keith	Professor	PhD	Yes	21
Copple, Monteel	Instructor	MS	Yes	7
Gengo, Damon	Instructor	MS	Yes	7
Gongre, Charles	Professor	PhD	Yes	36
Griffin-Byrd, Sally	Instructor II	MA	Yes	34
Judice, Michelle	Instructor	MA	Yes	9
Lowe, Zebulon	Instructor	MA	No	3
Megnet, Ruth	Asst. Professor	MFA	No	6
Stafford, Laura	Professor	PhD	Yes	14
Triebel, Mavis	Instructor	MPA	Yes	23
Dept. of Math & Science				
Askew, Michelle	Instructor III	MS	Yes	24
Barbay, Carol	Assoc. Professor	PhD	Yes	22
Byrd, Otis	Asst. Professor	PhD	Yes	16
Cammack, James	Instructor III	MBA	No	5
Clark, Jamie	Instructor	MA	No	3
Cowle, Kenneth	Instructor	MS	No	2
Jordan, Percy	Assoc. Professor	PhD	Yes	13
Longlet, Nancy	Asst. Professor	PhD	No	6
Pollock, Richard	Instructor	MS	No	3
Son-Guidry, Kyung	Asst. professor	PhD	No	2
Stretcher, Gary	Professor	EdD	Yes	16
Commercial Music				
Freyermuth, John	Instructor	MAFA	No	2
Gillam, Robert	Asst. Prof	MM	No	1
Richardson, Carl	Instructor	BM	No	2
Walzer, Daniel	Dept. Chair	MM	No	3
Dept. of Developmental Education				
Belyeu, Jeremy	Instructor	MA	No	1
Brooks, Chandra	Instructor	Med	No	1
Jones, Kimberly	Instructor	MEd	Yes	18
Knowles, James	Instructor	MEd	Yes	21
Steele, Sherry	Instructor	MEd	Yes	14
<b>INMATE INSTRUCTION</b>				
Blanchard, Michael	Instruct. Staff	-	No	2
Bossley, Kriste	Instruct. Staff	BS	No	16
Bozeman, John	Instruct. Staff	AAS	No	2
Cole, Craig	Instruct. Staff	-	No	11
Henry, Bradd	Instruct. Staff	MEd	No	2
Jones, Ellen	Instruct. Staff	-	No	15
Kincaid, Jared	Instruct. Staff	AAS	No	2
Lemm, Petra	Instruct. Staff	AAS	No	8
Leysath, Erskine	Instruct. Staff	-	No	10

Loewer, John	Instruct. Staff	-	No	4
Owens, Paul	Instruct. Staff	BA	No	3
Parrish, Michael	Instruct. Staff	-	No	2

### TECHNICAL DIVISION

#### Dept. of Allied Health

Allen, Shalonda	Instructor	LVN	Yes	7
Brown, Carolyn	Instructor	RN/AAS	Yes	9
Buckner, Brandon	Instructor I	AAS/CST	Yes	12
Davis, Eursula	Instructor	BS	Yes	7
Douglas, Mark	Instructor	MASN	No	6
Guidry, Kathryn	Instructor I	AAS	Yes	9
Humphries, Emma	Instructor	AAS/RN	No	10
Lawson, Deborah	Instructor	AAS	No	1
MacNeill, Shirley	Instructor I	BSN	Yes	13
Pickett, Amy	Instructor	MASN	No	1
Rivera, Gerardo	Instructor	MASN	No	1
Smith, Bethany	Instructor	BS	No	3
Smith, Lisa	Instructor I	AAS	No	7
Watson, Michelle	Clinical Spec.	MASN	No	1
Woods, Tanya	Instructor	BS	No	4

#### Dept. of Business & Technology

Andress, William	Instructor I	Cert.	Yes	8
Bryant, Jennifer	Instructor	MS	No	2
Calvert, Rick	Instructor II	AAS/ASE	No	17
Cammack, Nancy	Instructor II	PhD	Yes	15
Champagne, Adriane	Instructor	BAAS	No	1
Granger, Althea Diane	Instructor IV	MBA	Yes	17
Granger, Patricia	Instructor II	MBA	No	3
Guillot, Sheila	Dept. Chair Instructor IV	MEd	Yes	24
Hebert, Herman	Instructor	AAS	No	2
LeJeune, Sherry	Instructor II	AAS	Yes	11
Mills, Zachary	Instructor	AAS	No	2
Netterville, Craig	Instructor III	BS	No	15
Peeler, Robert	Instructor IV	MEd	Yes	33
Powell, James	Instructor	Cert.	Yes	4
Quist, Edward	Instructor II	JD	Yes	18
Smith, Amanda	Instructor I	AAS	Yes	10
Warner, Heaven	Instructor	BBA	No	2

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Donna Ellis, M.S., Inmate Education Specialist, Inmate Education, at a 12 month rate of \$45,000 on a full-time basis effective April 1, 2014.
2. David Rogers, BA, Public Information Specialist, Student Services, at a 12 month rate of \$30,000 on a full-time basis effective April 1, 2014.
3. Nakeisha Joseph, B.B.A., Frontline Coordinator, Financial Aid, at a 12 month rate of \$31,000 on a full-time basis effective April 14, 2014.

### **CHANGES IN STATUS**

1. Allison Wright from Admission Advisor to Purchasing Manager.
2. Raymond Mathers from Accountant III to Property Manager.

### **DISMISSALS**

1. None to report.

### **RESIGNATIONS**

1. None to report.

### **RETIREMENTS**

1. None to report.

**NOMINATIONS FOR RE-EMPLOYMENT OF ADMINISTRATIVE OFFICERS AND ADMINISTRATIVE  
PERSONNEL  
2014-2015**

<b>Months</b>	<b>Name &amp; Title</b>	<b>Degree</b>	<b>Yrs. At Lamar</b>
<b>Finance Office</b>			
12	Matthew Champagne, Accountant I	BBA	11
12	Shelley Cowart, Accountant I	BBA	2
12	Karen Duvall, Director of Payroll	BBA	22
12	Jamie Larson, Director of Accounting	BBA	2
12	Sandra Ludwig, Bursar	AAS	5
12	Raymond Mathers, Property Manager	BS	4
12	Maureen Veltz, Director of Finance	BBA	14
12	Mary Wickland, Vice President for Finance	CPA/BBA	4
12	Allison Wright, Purchasing Manager	BBA	5
<b>Museum of the Gulf Coast</b>			
12	David Beard, Director	MA	1
12	Sarah Bellian, Curator/Archivist	MA	1
12	Stephanie Harren, Education Coordinator	BA	3
<b>Human Resources</b>			
12	Linda McGee, Director of Human Resources	BAAS/PHR	26
<b>Physical Plant</b>			
12	Steve Arnold, Director	-	8
<b>Student Services</b>			
12	Brooke Ancelet, Drill Team Sponsor	AA	5
12	Aron Arceneaux, Financial Aid Advisor	BS	1
12	Lisa Baumer, Financial Aid Advisor	MA	2
12	Aubry Boone, Admissions Advisor	BBA	23
12	Lawanda Brown, Admissions Advisor	MA	5
12	Gerry Dickert, Coordinator Public Information	-	3
12	Robin Humphrey, Assistant Registrar	BS	5
12	Allison Jacobs, Assistant Director Financial Aid	BBA	2
12	Nakeisha Joseph, Frontline Coordinator	BBA	
12	Tom Neal, Vice President of Student Services	MEd	37
12	Connie Nicholas, Registrar	AAS	28
12	Connie Riley, Director of Financial Aid	BBA	16
12	David Rogers, Public Information Specialist	BA	
12	Claire Thomason, Director of Student Activities	-	5
<b>Vice President for Academic Affairs</b>			
12	Gary Stretcher, Vice President for Academic Affairs	EdD	17
12	Darren McIntire, Distance Learning Coordinator	MBA	14
<b>Academic Programs &amp; Continuing Education</b>			
12	Charles Gongre, Dean	PhD	36
<b>Technical Programs</b>			
12	Nancy Cammack, Dean	PhD	15
12	Patricia Guidry, Admissions Facilitator	BBA	21
12	Andrea Rodriguez, Special Populations Coordinator	MS	10
12	Ben Stafford, Director of Allied Health	DPH	4



Computer Services			
12	John Burgin, Systems Administrator	-	9
12	Thomas Cox, Application and DBA	BBA	10
12	Mark Ducote, Network & Systems Administrator	AAS	7
12	Donna Dunigan, Assistant Director	BS	15
12	Samir Ghorayeb, Director of Information Tech. Services	BS	11
12	Thomas Peterson, Network Manager	AAS	13
12	Wendi Richard, Systems Analyst I	BS	22
12	Petra Uzoruo, Coordinator of Institutional Research/Reporting	BBA	21
12	Steve Webb, Programmer Analyst I	BS	18
Library			
12	Chad Clark, Distance Education Librarian	MS	3
12	Peter Kaatrude, Dean of Library Services	MPA/MLS	19
12	Jimmet Lawrence, Coordinator of Public Services	MLS	24
Small Business Development Center			
12	Conrad Cooper, Consultant	BAAS	13
12	Rex Steele, Consultant	MBA	2
12	Linda Tait, Director	MBA/CPA	16
Inmate Education Program			
12	Donna Ellis, Inmate Instruction Specialist	MS	
12	Barbara Huval, Director of Inmate Education & Department Chair of Liberal Arts	PhD	28
Student Success Center			
12	Darren Bertin, Director of Testing	JD	2
12	Sherry Steele, Director of Student Success Center & Department Chair of Developmental Education	MEd	13
Health, Fitness & Sports			
12	Cheryl Beck, Athletic Trainer	MS	3
12	Jodi Broussard, Fitness Coordinator	MA	10
12	Jessica Callahan, Volleyball Coach	BS	
12	Michael Vance Edwards, Softball Coach	MS	10
12	Cassandra Goodman, Assistant Softball Coach	BS	2
12	Charles Kish, Assistant Basketball Coach	MA	2
12	Lance Madison, Basketball Coach	BA	2
12	Megan Rowe, Assistant Softball Coach	BGS	3
12	Scott Street, Athletic Director	MBA	4
12	Barry Wellington, Resident Assistant	-	1

## APPENDIX – General

**2013-122 LU: Authority to Contract with Construction Manager at Risk for Innovation and Commercialization Center**

Upon motion of Regent Scott, seconded by Vice Chairman Montagne, with all Regents voting aye, it was ordered that the Chancellor is authorized to enter into a contract with a construction manager at risk to construct the Innovation and Commercialization Center project on the campus of Lamar University as contemplated by the Community Development Block Grant Disaster Recovery Program Round 2.2 Non-Housing Grant Agreement entered into between the Texas General Land Office and Lamar University.

**2013-123 SHSU: Design Development Documents for Student Health and Counseling Center**

Upon motion of Regent Scott, seconded by Regent Montagne, with all Regents voting aye, it was ordered that the design development documents prepared by The Lawrence Group of Austin, Texas, for the Student Health and Counseling Center project at Sam Houston State University and the projected total project cost of \$10,310,000 \$11,332,000 are approved.

Mr. Graves noted that consolidated reports were also included as appendices to the agenda.

**IX. RULES AND REGULATIONS**

Regent Rossanna Salazar, Chair of the Rules and Regulations Committee, asked Dr. Fernando Gomez, Vice Chancellor and General Counsel to present the proposed changes to the System rules and regulations.

**2013-124 TSUS: Amendment to Rules and Regulations: Student Identity Cards**

Upon motion of Regent Salazar, seconded by Regent Mitchell, with all Regents voting aye, it was ordered that the attached, proposed revisions to the Texas State University System Rules and Regulations are approved.

The adopted revision to the rules and regulations are included as an appendix to the minutes.

**X. INFORMATION RESOURCES**

Chairman Williams asked representatives from the System office to report on the TSU dashboard project and the TSUS system-wide procurement project. Dr. Van Wyatt updated the board on the CIO Council.

**XI. GOVERNMENTAL RELATIONS**

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

**XII. CONTRACTS**

Chairman Williams asked Dr. Fernando Gomez, Vice Chancellor and General Counsel, to present the items on the contracts agenda.

Copies of the contracts follow in the appendix section.

APPENDIX – Academic Affairs

**Texas State University System  
Official Census Day Report  
Spring 2014**

Table 1. Unduplicated Headcount

Institution	Undergrad	Post-Bach	Master's	Doctoral-Research	Doctoral-Professional	Non-Credit Formula Funded	Total
Lamar	8,125	972	3,510	377	25	-	13,009
Sam Houston	14,944	129	2,313	291	-	-	17,677
Sul Ross-Total	1,826	165	627	-	-	-	2,618
Sul Ross-Rio Grande	684	85	169	-	-	-	938
Sul Ross Univ.	1,142	80	458	-	-	-	1,680
Texas State	28,633	561	3,429	319	112	-	33,054
Lamar-IT	2,905	-	-	-	-	608	3,513
Lamar-PA	1,847	-	-	-	-	282	2,129
Lamar-O	2,207	-	-	-	-	80	2,287
<b>Total</b>	<b>60,487</b>	<b>1,827</b>	<b>9,879</b>	<b>987</b>	<b>137</b>	<b>970</b>	<b>74,287</b>

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

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

Institution		Undergrad	Master's	Doctoral-Research	Doctoral-Professional	Non-Credit Formula Funded	Total
Lamar	SCH	102,647	37,712	2,877	-	-	143,236
	FTSE	6,843	3,143	320	-	-	10,305
Sam Houston	SCH	193,072	14,739	1,324	-	-	209,135
	FTSE	12,871	1,228	147	-	-	14,247
Sul Ross-Total	SCH	19,267	3,904	-	-	-	23,171
	FTSE	1,284	325	-	-	-	1,610
Sul Ross-Rio Grande	SCH	5,108	966	-	-	-	6,074
	FTSE	341	81	-	-	-	421
Sul Ross Univ.	SCH	14,159	2,938	-	-	-	17,097
	FTSE	944	245	-	-	-	1,189
Texas State	SCH	362,568	26,427	2,164	1,225	-	392,384
	FTSE	24,171	2,202	240	102	-	26,716
Lamar-IT	SCH	26,786	-	-	-	-	26,786
	FTSE	1,786	-	-	-	86	1,872
	Contact	602,112	-	-	-	25,782	627,894
Lamar-PA	SCH	19,563	-	-	-	-	19,563
	FTSE	1,304	-	-	-	230	1,534
	Contact	420,192	-	-	-	68,928	489,120
Lamar-O	SCH	20,013	-	-	-	-	20,013
	FTSE	1,334	-	-	-	7	1,341
	Contact	434,624	-	-	-	2,026	436,650
Total	SCH	743,916	82,782	6,365	1,225	-	834,288
	FTSE*	49,594	6,899	707	102	322	57,625
	Contact	1,456,928	-	-	-	96,736	1,553,664

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

\* FTSE for spring (Undergrad SCH/15)+(Master's SCH/12)+(Doct-R SCH/9)+(Doct-P SCH/12)+(NCFF Contact HRS/300).

## TSUS Official Census Day Report: Universities

**Institution:** Lamar University  
**Term or Semester:** Spring 2014  
**Submitted by:** Dr. Gregory Marsh

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	1,419	4,285	2,421	8,125
Post-Bach	714	190	68	972
Master's	2,515	822	173	3,510
Doctoral-Research	225	138	14	377
Doctoral-Professional	-	13	12	25
Total	4,873	5,448	2,688	13,009

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	99,073	6,605	102,647	6,843
Master's	37,685	3,140	37,712	3,143
Doctoral-Research	2,877	320	2,877	320
Doctoral-Professional	-	-	-	-
Total	139,635	10,065	143,236	10,305

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

## TSUS Official Census Day Report: Universities

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

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	71	14,743	130	14,944
Post-Bach	-	129	-	129
Master's	-	2,313	-	2,313
Doctoral-Research	-	291	-	291
Doctoral-Professional	-	-	-	-
Total	71	17,476	130	17,677

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	188,844	12,590	193,072	12,871
Master's	14,739	1,228	14,739	1,228
Doctoral-Research	1,324	147	1,324	147
Doctoral-Professional	-	-	-	-
Total	204,907	13,965	209,135	14,247

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

## TSUS Official Census Day Report: Universities

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

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	-	684	-	684
Post-Bach	-	85	-	85
Master's	-	169	-	169
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	938	-	938

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

Table 2  
SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	5,108	341	5,108	341
Master's	966	81	966	81
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	6,074	421	6,074	421

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



## TSUS Official Census Day Report: Universities

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

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	64	1,047	31	1,142
Post-Bach	-	79	1	80
Master's	4	426	28	458
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	68	1,552	60	1,680

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	14,140	943	14,159	944
Master's	2,938	245	2,938	245
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	17,078	1,188	17,097	1,189

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

## TSUS Official Census Day Report: Universities

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

Table 1  
Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	934	25,551	2,148	28,633
Post-Bach	100	432	29	561
Master's	521	2,556	352	3,429
Doctoral-Research	-	319	-	319
Doctoral-Professional	-	112	-	112
Total	1,555	28,970	2,529	33,054

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	353,952	23,597	362,568	24,171
Master's	26,427	2,202	26,427	2,202
Doctoral-Research	2,164	240	2,164	240
Doctoral-Professional	1,225	102	1,225	102
Total	383,768	26,142	392,384	26,716

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

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

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

Table 1

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

Level		Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	2,207	430,000	4,624	434,624	19,767	246	20,013	1,334

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

Table 2

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

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	96	1,284	4
Certified Current Term	80	2,026	7

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

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

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

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	1,847	417,552	2,640	420,192	19,424	139	19,563	1,304

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

Table 2  
Non-Credit Formula Funded Unduplicated Headcount, Contact Hours, and Full-Time Student Equivalent,

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	324	80,240	267
Certified Current Term	282	68,928	230

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

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

**Institution:** Lamar Institute of Technology  
**Term or Semester:** Spring 2014  
**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	2,905	599,344	2,768	602,112	26,622	164	26,786	1,786

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

Table 2

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

Term	Headcount	Contact Hours	FTSE
Certified Previous Term	664	27,867	93
Certified Current Term	608	25,782	86

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

## APPENDIX – Finance and Audit

**EIGHTEENTH SUPPLEMENTAL RESOLUTION  
TO THE MASTER RESOLUTION ESTABLISHING THE  
TEXAS STATE UNIVERSITY SYSTEM  
REVENUE FINANCING SYSTEM  
COMMERCIAL PAPER PROGRAM, SERIES A;  
AUTHORIZING THE ISSUANCE OF TAX-EXEMPT AND  
TAXABLE COMMERCIAL PAPER NOTES;  
AND APPROVING AND AUTHORIZING INSTRUMENTS  
AND PROCEDURES RELATING THERETO**

**WHEREAS**, on August 13, 1998, the Board of Regents, Texas State University System (the "Board") adopted the *"Master Resolution Establishing The Texas State University System Revenue Financing System"* and on June 19, 2008 the Board adopted a *"Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System"* (collectively, referred to as the "Master Resolution"); and

**WHEREAS**, unless otherwise defined herein, capitalized terms used herein shall have the meaning given in the Master Resolution; and

**WHEREAS**, the Master Resolution establishes the Revenue Financing System and pledges the Pledged Revenues to the payment of Parity Debt to be outstanding under the Master Resolution; and

**WHEREAS**, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements for Members of the Financing System in a manner consistent with State law; and

**WHEREAS**, the Board deems it necessary and desirable to authorize a series of commercial paper notes, as described herein, and provide for the issuance of this series of commercial paper notes without requiring the System to provide liquidity, either from internal or external sources, in support of the payment of the commercial paper notes herein authorized; and

**WHEREAS**, the notes authorized to be issued by this Eighteenth Supplement are to be issued and delivered pursuant to Chapter 55, Texas Education Code, Chapter 1371, Texas Government Code, and other applicable laws.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM THAT:**

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION OF TERMS**

Section 1.01. **Definitions.** In addition to the definitions set forth in the preamble of this Eighteenth Supplement, the terms used in this Eighteenth Supplement and not otherwise defined

shall have the meanings given in the Master Resolution or in Exhibit A to this Eighteenth Supplement attached hereto and made a part hereof.

Section 1.02. **Construction of Terms.** If appropriate in the context of this Eighteenth Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Eighteenth Supplement as a whole and not to any particular Section or other subdivision. References to any named person mean that party and its successors and assigns. References to time shall be to prevailing time in New York, New York. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Eighteenth Supplement is adopted by the Board and any future amendments thereto or successor provisions thereof. This Eighteenth Supplement shall be effective immediately from and after its passage in accordance with the provisions of Section 1201.028, Texas Government Code.

## ARTICLE II AUTHORIZATION OF COMMERCIAL PAPER NOTES

Section 2.01. **General Authorization.** (a) *Maximum Principal Amount.* Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed \$240,000,000 at any one time Outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew, or refund Commercial Paper Notes, Prior Encumbered Obligations, and Parity Debt, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein. For purposes of this Section 2.01, any portion of Outstanding Commercial Paper Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Parity Debt or other obligations of the Board issued on the day of calculation shall not be considered Outstanding. The authority to issue Commercial Paper Notes from time to time under the provisions of this Eighteenth Supplement shall exist until the Maximum Maturity Date, regardless of whether at any time prior to the Maximum Maturity Date there are any Commercial Paper Notes Outstanding. Anything to the contrary herein notwithstanding, Commercial Paper Notes may only be issued to refinance or refund Prior Encumbered Obligations or Parity Debt (other than Commercial Paper Notes) to effect a gross defeasance thereof in accordance with the provisions of Chapter 1207, Texas Government Code, if such Prior Encumbered Obligations or Parity Debt (other than Commercial Paper Notes) were issued as "obligations" under Chapter 1371, Texas Government Code, and the Board has previously approved such refinancing or refunding. Proceeds so received for such purpose shall be invested and secured in accordance with applicable law, including, without limitation, the provisions of Chapter 1207, Texas Government Code.

(b) *Issuance of Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes.* Commercial Paper Notes may be issued as Tax-Exempt Commercial Paper Notes and Taxable Commercial Paper Notes.



Section 2.02. **Commercial Paper Notes.** (a) *Tax-Exempt Commercial Paper Notes.* Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Tax-Exempt Commercial Paper Notes to be designated "**Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Tax-Exempt Series A**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of \$100,000 or in integral multiples of \$1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided, however, that no Tax-Exempt Commercial Paper Note shall (i) mature after the Maximum Maturity Date or (ii) have a term, from the Note Date to its Original Maturity Date or its Extended Maturity Date, as the case may be, in excess of 270 calendar days.

(b) *Taxable Commercial Paper Notes.* Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Taxable Commercial Paper Notes to be designated "**Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Taxable Series A**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in denominations of \$100,000 or in integral multiples of \$1,000 in excess thereof, numbered in ascending consecutive numerical order in the order of their issuance, and shall mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided, however, that no Taxable Commercial Paper Note shall (i) mature after the Maximum Maturity Date or (ii) have a term, from the Note Date to its Original Maturity Date or its Extended Maturity Date, as the case may be, in excess of 270 calendar days.

(c) *General.* Subject to the limitations contained herein, Commercial Paper Notes herein authorized shall be dated as of their date of issuance (the "Note Date") and shall bear no interest or bear interest at such rate or rates per annum computed, with respect to the Tax-Exempt Commercial Paper Notes, on the basis of actual days elapsed and on a 365-day or 366-day (as applicable) year (but in no event to exceed the Maximum Interest Rate) and, with respect to the Taxable Commercial Paper Notes, on the basis of actual days elapsed and on a 360-day year (but in no event to exceed the Maximum Interest Rate), as may be determined by an Authorized Representative. The Commercial Paper Notes shall bear interest from the Note Date until the Original Maturity Date at the Original Rate. Interest, if any, on Commercial Paper Notes shall be payable on any Original Maturity Date. The foregoing notwithstanding, on any Original Maturity Date, if the Authorized Representative exercises the option to extend the Original Maturity Date to an Extended Maturity Date, the Commercial Paper Notes will bear interest from the Original Maturity Date to the Extended Maturity Date at the Extended Rate. If the Authorized Representative exercises the option in accordance with this Eighteenth Supplement to extend the Original Maturity Date of any Commercial Paper Note to an Extended Maturity Date, the accrued but unpaid interest on the Commercial Paper Note, but not the principal of the Commercial Paper Note, shall be paid on its Original Maturity Date. The Extended Rate will be determined by the Issuing and Paying Agent based on the Prevailing Ratings available as of 11:00 a.m. on the Original Maturity Date and on each Thursday thereafter until the Extended Maturity Date or the date fixed for redemption of such Commercial Paper Notes, and will apply

from that Thursday through the following Wednesday, the Extended Maturity Date, or the date fixed for redemption of such Commercial Paper Notes, as the case may be. If the Original Maturity Date is before the 15th day of the month, interest shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter, and on the Extended Maturity Date for this Commercial Paper Note or the date fixed for redemption of such Commercial Paper Notes, as the case may be.

Commercial Paper Notes may be payable to bearer or may be issued in registered form, without coupons, or may be issued in book-entry only form pursuant to Section 2.03(b) as determined by an Authorized Representative. Both principal of and interest on the Commercial Paper Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder thereof in the manner provided in the Form of Commercial Paper Notes set forth in Exhibit B to this Eighteenth Supplement.

Commercial Paper Notes issued hereunder may contain terms and provisions for the payment, redemption or prepayment thereof prior to maturity, subject to any applicable limitations contained herein, as provided herein or otherwise as shall be determined by an Authorized Representative.

Subject to applicable terms, limitations, and procedures contained herein, the Commercial Paper Notes may be sold in such manner at public or private sale and at par or at such discount or premium (within the interest rate and yield restrictions provided herein) as an Authorized Representative shall approve at the time of the sale thereof.

(d) *Notice of Extension.* The Authorized Representative shall deliver to the Issuing and Paying Agent and the Dealer an Extension Request by no later than 11:30 a.m. on the Original Maturity Date if the option to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date is exercised. The Issuing and Paying Agent shall correspondingly notify (i) DTC by no later than 12:00 noon on the Original Maturity Date and (ii) each Rating Agency then maintaining a rating on the Commercial Paper Notes by the close of business in New York, New York on the Original Maturity Date, that the maturity of such Commercial Paper Note is being extended to the Extended Maturity Date set forth in the Extension Request. Even if the requisite notices are not given, if payment of the principal of and interest on a Commercial Paper Note does not occur on the Original Maturity Date, the maturity of the Commercial Paper Note shall be extended automatically to the Extended Maturity Date set forth in the Extension Request. With the consent of the Issuing and Paying Agent and the Dealer, the Authorized Representative may modify the notification provisions contained in this Section 2.02(d) if deemed appropriate to conform to DTC's rules and procedures.

(e) *No Redemption Prior to Original Maturity Date.* The Commercial Paper Notes shall not be subject to redemption prior to their Original Maturity Date.

(f) *Redemption following Extension of Original Maturity Date.* In the event the Board, acting through an Authorized Representative, exercises its option to extend the maturity of any Commercial Paper Note from its Original Maturity Date to an Extended Maturity Date, that Commercial Paper Note may be redeemed on any date after its Original Maturity Date, at the option of the Board, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, an Authorized Representative shall provide not less than five (5) nor more than twenty five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify the DTC of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

(g) *No Default.* In no event shall an extension of the Original Maturity Date constitute a default or a breach of any covenant under this Eighteenth Supplement.

**Section 2.03. Issuing and Paying Agent and Book-Entry Only System.** (a) *Issuing and Paying Agent.* The Board covenants to maintain and provide an Issuing and Paying Agent at all times while the Commercial Paper Notes are outstanding, which shall be a national or state banking association or corporation organized and doing business under the laws of the United States of America or of any State and authorized under such laws to exercise trust powers. The initial Issuing and Paying Agent for the Commercial Paper Notes shall be U.S. Bank National Association, New York, New York. The Board covenants and agrees to keep and maintain the Registration Books at the corporate office of the Issuing and Paying Agent designated as the place of payment and transfers of the Commercial Paper Notes (the "Designated Trust Office"), all as provided herein and pursuant to such reasonable rules and regulations as the Issuing and Paying Agent may prescribe. Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur after the appointment of the initial Issuing and Paying Agent by the Authorized Representative, the Board agrees to promptly cause a written notice thereof to be (i) sent to each Holder of the Commercial Paper Notes then outstanding by United States mail, first class, postage prepaid and (ii) published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two calendar weeks; provided, however, that the publication of such notice shall not be required if notice is given to each Holder in accordance with clause (i) above. Such notice shall give the address of the successor Paying Agent/Registrar. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

The Board and the Issuing and Paying Agent may treat the bearer (in the case of Commercial Paper Notes so registered) or the Registered Owner of any Commercial Paper Note as the absolute owner thereof for the purpose of receiving payment thereof and for all purposes, and, to the extent permitted by law, the Board and the Issuing and Paying Agent shall not be affected by any notice or knowledge to the contrary.

(b) *Book-Entry Only System.* If an Authorized Representative determines that it is possible and desirable to provide for a book-entry only system of Commercial Paper Note registration with DTC, such Authorized Representative, acting for and on behalf of the Board, is hereby authorized to approve, execute, and deliver a Letter of Representations to DTC and to enter into such other agreements and execute such instruments as are necessary to implement such book-entry only system, such approval to be conclusively evidenced by the execution

thereof by said Authorized Representative. Under the initial book-entry only system with DTC, (i) no physical Commercial Paper Note certificates will be delivered to DTC and (ii) there will be executed and delivered to the Issuing and Paying Agent, as custodian for DTC, a master note relating to the Tax-Exempt Commercial Paper Notes (the "Tax-Exempt Master Note") and a master note relating to the Taxable Commercial Paper Notes (the "Taxable Master Note" and, together with the Tax-Exempt Master Note, referred to collectively herein as the "Master Note"), respectively, in substantially the forms set forth in Exhibit C. Except as provided herein, the ownership of the Commercial Paper Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will serve as the initial securities depository for the Commercial Paper Notes. Ownership of beneficial interests in the Commercial Paper Notes shall be shown by book entry on the system maintained and operated by DTC and DTC Participants, and transfers of ownership of beneficial interests shall be made only by DTC and the DTC Participants by book entry, and the Board and the Issuing and Paying Agent shall have no responsibility therefor. DTC will be required to maintain records of the positions of the DTC Participants in the Commercial Paper Notes, and the DTC Participants and persons acting through the DTC Participants will be required to maintain records of the purchasers of beneficial interests in the Commercial Paper Notes. Except as provided in clause (i) of this Section 2.03(b), the Commercial Paper Notes shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository.

With respect to Commercial Paper Notes registered in the name of DTC or its nominee, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation to any DTC Participant or to any person on whose behalf a DTC Participant holds an interest in the Commercial Paper Notes. Without limiting the immediately preceding sentence, neither the Board nor the Issuing and Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the Commercial Paper Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown on the Registration Books, of any notice with respect to the Commercial Paper Notes, including any notice of redemption, and (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown in the Registration Books, of any amount with respect to principal of and premium, if any, or interest on the Commercial Paper Notes.

Whenever, during the term of the Commercial Paper Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Eighteenth Supplement of holding, registering, delivering, exchanging, or transferring the Commercial Paper Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to holding, registering, delivering, exchanging, or transferring the book entry to produce the same effect.

Either the Board or DTC may determine to discontinue the book-entry only system and in such case, unless a new book-entry only system is put in place, physical certificates in the form set forth in Exhibit B shall be provided to the beneficial holders of the Commercial Paper Notes under the DTC book-entry only system.

If at any time, DTC ceases to hold the Commercial Paper Notes in its book-entry only system, all references herein to DTC shall be of no further force or effect.

Whenever the beneficial ownership of the Commercial Paper Notes is determined by a book entry at DTC, delivery of Commercial Paper Notes for payment at maturity shall be made pursuant to DTC's payment procedures as are in effect from time to time and the DTC Participants shall transmit payment to beneficial owners whose Commercial Paper Notes have matured. The Board and each Issuing and Paying Agent and Dealer are not responsible for transfer of payment to the DTC Participants or beneficial owners.

(c) *Resignation and Removal.* The Issuing and Paying Agent may at any time resign and be discharged of the duties and obligations created by this Eighteenth Supplement by giving at least sixty (60) days' written notice to the Dealer and the Board. The Issuing and Paying Agent may be removed at any time by an instrument signed by an Authorized Representative and filed with the Issuing and Paying Agent. No such resignation or removal shall become effective, however, until a successor Issuing and Paying Agent has been selected by the Board and has agreed in writing to assume the duties of the Issuing and Paying Agent hereunder.

In the event of the resignation or removal of the Issuing and Paying Agent, the Issuing and Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor. The Issuing and Paying Agent shall make any representations and warranties to the Board as may be reasonably requested by the Board in connection with any such assignment.

Should a change in the Issuing and Paying Agent for the Commercial Paper Notes occur, the Board agrees to cause a written notice thereof to be sent promptly to each Registered Owner, if any, of the Commercial Paper Notes then Outstanding by United States mail, first class, postage prepaid. Such notice shall give the address of the successor Issuing and Paying Agent. A successor Issuing and Paying Agent may be appointed without the consent of the Holders.

(c) *Books and Records.* The Issuing and Paying Agent shall at all times keep or cause to be kept proper records in which accurate entries shall be made of all transactions made by it relating to the proceeds of the Commercial Paper Notes and any funds and accounts established and maintained by the Issuing and Paying Agent pursuant to this Eighteenth Supplement. Such records shall be available for inspection by the Authorized Representative on each Business Day upon regular notice during reasonable business hours, and by any Registered Owner or its agent or representative duly authorized in writing at reasonable hours and under regular circumstances.

The Issuing and Paying Agent shall provide to the Authorized Representative each month, and more frequently upon written request, a report or statement of the amounts deposited in each fund and account held by it, and the amount disbursed from such funds and accounts, the earnings thereon, the ending balance in each of such funds and accounts, the investments in each such fund and account, and the yield on each investment calculated in accordance with the directions of an Authorized Representative. Such report or statement shall also include or be accompanied by such information regarding the issuance of Commercial Paper Notes during the subject month as an Authorized Representative shall request.

The Issuing and Paying Agent shall maintain such books, records and accounts as may be necessary to evidence the obligations of the Board resulting from the Commercial Paper Notes, the principal amounts owing thereunder, the maturity schedule therefor, the respective rates of interest thereon, and the principal and interest paid from time to time thereunder.

**Section 2.04. Form of Commercial Paper Notes.** (a) *Physical Delivery.* If not issued in book-entry only form as provided in Section 2.03(b), the Commercial Paper Notes and the Certificate of Authentication to appear on each of the Commercial Paper Notes shall be substantially in the form set forth in Exhibit B to this Eighteenth Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Eighteenth Supplement and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) ("CUSIP" numbers) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes and the Commercial Paper Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

(b) *Book-Entry Only System.* If the Commercial Paper Notes are issued in book-entry only form pursuant to Section 2.03(b), they shall be issued in the form of the Tax-Exempt Master Note and the Taxable Master Note, as the case may be, in substantially the form attached hereto as Exhibit C, to which there shall be attached the respective forms of Commercial Paper Notes set forth in Exhibit B; and it is hereby declared that the applicable form of Commercial Paper Note as set forth in Exhibit B are incorporated into and shall be a part of the applicable Master Note. It is further provided that this Eighteenth Supplement, the Master Resolution, and the forms of Commercial Paper Notes set forth in Exhibit B shall constitute the "Underlining Records" referred to in the Master Notes.

**Section 2.05. Execution - Authentication.** Under authority granted by Section 1371.055, Texas Government Code, the Commercial Paper Notes shall be executed on behalf of the Board by the Chair of the Board, under the System seal reproduced or impressed thereon, and attested by the Secretary of the Board. The signature of said officers on the Commercial Paper Notes may be manual or facsimile. Notwithstanding the other provisions of this Section 2.05, each Master Note shall be executed on behalf of the Board by the manual signature of the Chair of the Board. Commercial Paper Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Board on the date of such execution shall be deemed to be duly executed on behalf of the Board, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Commercial Paper Notes authorized to be issued hereunder and with respect to Commercial Paper Notes delivered in subsequent sales, exchanges, and transfers, all as authorized and provided in Chapter 1201, Texas Government Code.

Other than pursuant to Section 2.03(b), no Commercial Paper Note shall be entitled to any right or benefit under this Eighteenth Supplement, or be valid or obligatory for any purpose,

unless there appears on such Commercial Paper Note a certificate of authentication substantially in the form provided in Exhibit B to this Eighteenth Supplement, executed by the Issuing and Paying Agent by manual signature, and such certificate upon any Commercial Paper Note shall be conclusive evidence, and the only evidence, that such Commercial Paper Note has been duly certified or registered and delivered.

**Section 2.06. Commercial Paper Notes Mutilated, Lost, Destroyed, or Stolen.** If any Commercial Paper Note shall become mutilated, the Board, at the expense of the Holder thereof, shall execute and the Issuing and Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor and number in exchange and substitution for the Commercial Paper Note so mutilated, but only upon surrender to the Issuing and Paying Agent of the Commercial Paper Note so mutilated. If any Commercial Paper Note shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Board and the Issuing and Paying Agent. If such evidence is satisfactory to them and indemnity satisfactory to them shall be given, the Board, at the expense of the Holder, shall execute and the Paying Agent shall authenticate and deliver a new Commercial Paper Note of like tenor in lieu of and in substitution for the Commercial Paper Note so lost, destroyed, or stolen. In the event any such Commercial Paper Note shall have matured, the Issuing and Paying Agent instead of issuing a duplicate Commercial Paper Note may pay the same without surrender thereof after making such requirement as it deems fit for its protection, including a lost instrument bond. Neither the Board nor the Issuing and Paying Agent shall be required to treat both the original Commercial Paper Note and any duplicate Commercial Paper Note as being outstanding for the purpose of determining the principal amount of Commercial Paper Notes which may be issued hereunder, but both the original and the duplicate Commercial Paper Note shall be treated as one and the same. The Board and the Issuing and Paying Agent may charge the Holder of such Commercial Paper Note with their reasonable fees and expenses for such service.

**Section 2.07. Negotiability, Registration, and Exchangeability.** The Commercial Paper Notes shall be, and shall have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas, and each successive Holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

Registration Books relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes shall at all times be kept and maintained by the Board at the Designated Trust Office of the Issuing and Paying Agent, and the Issuing and Paying Agent shall obtain, record, and maintain in the Registration Books the name, and to the extent provided by or on behalf of the Holder, the address of each Holder of the Commercial Paper Notes, except for Commercial Paper Notes registered to bearer. A copy of the Registration Books shall be provided to and held by the Board. Any Commercial Paper Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Commercial Paper Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by his duly authorized agent, upon surrender of such Commercial Paper Note to the Issuing and Paying Agent for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Commercial Paper Note at the designated office of the Registrar, the Issuing and Paying Agent shall register and deliver, in the name of the designated transferee or transferees, one or more new Commercial Paper Notes executed on behalf of, and furnished by, the Board of like tenor and character and of authorized denominations and having the same maturity, bearing interest at the same rate and of a like aggregate principal amount as the Commercial Paper Note or Commercial Paper Notes surrendered for transfer.

Furthermore, Commercial Paper Notes may be exchanged for other Commercial Paper Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate of interest and of like aggregate principal amount as the Commercial Paper Notes surrendered for exchange, upon surrender of the Commercial Paper Notes to be exchanged at the designated office of the Registrar. Whenever any Commercial Paper Notes are so surrendered for exchange, the Issuing and Paying Agent shall register and deliver new Commercial Paper Notes of like tenor and character as the Commercial Paper Notes exchanged, executed on behalf of and furnished by, the Board to the Holder requesting the exchange.

The Board and the Issuing and Paying Agent may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Issuing and Paying Agent or the Board may also require payment from the Holder of a sum sufficient to cover any tax, fee, or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Commercial Paper Note shall be delivered.

The Board and the Issuing and Paying Agent shall not be required to transfer or exchange any Commercial Paper Note selected, called, or being called for redemption in whole or in part.

New Commercial Paper Notes delivered upon any transfer or exchange shall be valid special obligations of the Board, evidencing the same debt as the Commercial Paper Notes surrendered, shall be secured by this Eighteenth Supplement and shall be entitled to all of the security and benefits hereof to the same extent as the Commercial Paper Notes surrendered.

The Board reserves the right to change the above registration and transferability provisions of the Commercial Paper Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof. In addition, to the extent that the provisions of this Section conflict with or are inconsistent with the provisions of the Form of Commercial Paper Note set forth in Exhibit B, such other provisions shall control. The Board further reserves the right to change the registration and transferability provisions to implement a book-entry only registration system with a securities depository.

**Section 2.08. Note Payment Fund.** There shall be created a fund at the Issuing and Paying Agent entitled the "Texas State University System Revenue Financing System Commercial Paper Note Payment Fund – Series A" (the "Note Payment Fund"). Within the Note Payment Fund, there shall be established a "Texas State University System Revenue Financing System Tax-Exempt Commercial Paper Note Payment Account – Series A" (the "Tax-Exempt



Commercial Paper Note Payment Account") and a "Texas State University System Revenue Financing System Taxable Commercial Paper Note Payment Account – Series A" (the "Taxable Commercial Paper Note Payment Account"). The proceeds from the sale of Parity Debt issued for the purpose of refunding and retiring Commercial Paper Notes Outstanding under this Eighteenth Supplement shall be paid to the Issuing and Paying Agent for deposit to the credit of the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as directed by an Authorized Representative, and used for such purpose. In addition, all amounts required to be paid to the Issuing and Paying Agent for deposit by the Board pursuant to Section 2.09(b) shall be paid to the Issuing and Paying Agent for deposit to the Tax-Exempt Commercial Paper Note Payment Account or the Taxable Commercial Paper Note Payment Account, as the case may be, and shall be used to pay principal of, premium, if any, and interest on Tax-Exempt Commercial Paper Notes or Taxable Commercial Paper Notes, as the case may be, at the respective interest payment, maturity or redemption of such Commercial Paper Notes as provided herein.

The foregoing notwithstanding, if all of the Commercial Paper Notes are held in a book-entry only system as provided in Section 2.03(b), all such moneys derived from the sources described above in this Section may be transferred directly to DTC by the Board or the Issuing and Paying Agent.

**Section 2.09. Establishment of Revenue Financing System; Issuance of Parity Debt; Security and Pledge.** (a) *Commercial Paper Notes as Parity Debt.* By adoption of the Master Resolution, the Board has established the Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of the Members of the Revenue Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Revenue Financing System may be incurred. This Eighteenth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Commercial Paper Notes, which are a series of Parity Debt. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby and the Commercial Paper Notes are hereby declared to be Parity Debt under the Master Resolution. The Board hereby determines that it will have sufficient funds to meet the financial obligations of each Member in the Revenue Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Revenue Financing System and to meet all financial obligations of the Board relating to the Revenue Financing System. Furthermore, the Board hereby determines that each of the Members for whom the Commercial Paper Notes are being issued possess the financial capability to satisfy its Direct Obligation after taking into account the issuance of the Commercial Paper Notes.

(b) *Pledge of Pledged Revenues.* The Commercial Paper Notes are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Eighteenth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Commercial Paper Notes as the same shall become due and payable. The Board agrees to make payments into the Tax-Exempt Commercial Paper Note Payment Account and the Taxable Commercial Paper Note Payment Account, as the case may

be, at such times and in such amounts as are necessary to provide for the full payment of the principal of, premium, if any, and the interest on the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, as the case may be, when due, in accordance with the terms and conditions set forth in this Eighteenth Supplement.

Section 2.10. **Cancellation.** All Commercial Paper Notes which at maturity are surrendered to the Issuing and Paying Agent for the collection of the principal and interest thereof or are surrendered for transfer or exchange pursuant to the provisions hereof or are refunded through an Advance shall, upon payment or issuance of new Commercial Paper Notes, be cancelled by the Issuing and Paying Agent and forthwith transmitted to the Board, and thereafter the Board shall have custody of such cancelled Commercial Paper Notes.

Section 2.11. **Liquidity.** The Board reserves the option, but is not required, to provide liquidity in support of all or any of the Commercial Paper Notes to be Outstanding under this Eighteenth Supplement from its available funds, in amounts as further provided in Sections 4.02(b) and 4.03 of this Eighteenth Supplement. The Board reserves the option, but is not required, to enter into one or more liquidity or credit agreements to provide liquidity or credit in such amounts as determined by the Board in support of all or any of the Commercial Paper Notes to be Outstanding under this Eighteenth Supplement, and to execute all necessary instruments in connection therewith. The Board agrees to provide written notice to the Dealer, the Issuing and Paying Agent and each Rating Agency then maintaining a rating on the Commercial Paper Notes, at least thirty (30) days prior to the date on which the System provides liquidity from internal sources, and, in the case of liquidity or credit to be provided in accordance with the terms of a liquidity and/or credit agreement, a copy of the proposed form of such agreement.

Section 2.12. **Fiscal and Other Agents.** In furtherance of the purposes of this Eighteenth Supplement, the Board may from time to time appoint and provide for the payment of such additional fiscal, paying, or other agents or trustees as it may deem necessary or appropriate in connection with the Commercial Paper Notes.

### **ARTICLE III ISSUANCE AND SALE OF NOTES**

Section 3.01. **Issuance and Sale of Commercial Paper Notes.** (a) *Sale by Authorized Representative.* All Commercial Paper Notes shall be sold in the manner determined by the Authorized Representative to be most economically advantageous to the Board.

(b) *Terms of Commercial Paper Notes.* The terms of the Commercial Paper Notes shall be established and they shall be delivered by the Issuing and Paying Agent in accordance with telephonic, computer, or written instructions of any Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. To the extent such instructions are not written, they shall be confirmed in writing within 24 hours of the transmission or communication thereof. Said instructions shall specify such principal amounts, Note Dates, purchase price, the Original Rate of each Commercial Paper Note, the Original Maturity Date for each Commercial Paper Note, and other terms and conditions which are hereby authorized and permitted to be fixed by any Authorized Representative at the time of sale of the Commercial

Paper Notes. Such instructions shall also contain provisions representing that all action on the part of the Board necessary for the valid issuance of the Commercial Paper Notes then to be issued has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes with provision for original issue discount and interest exclusion from federal income taxation (in the case of Tax-Exempt Commercial Paper Notes) have been complied with, and that such Commercial Paper Notes will be valid and enforceable special obligations of the Board according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that in the case of Tax-Exempt Commercial Paper Notes, based upon the advice of Bond Counsel, the earned original issue discount on the Commercial Paper Notes or stated interest on the Commercial Paper Notes, as the case may be, is, subject to the conditions set forth in the opinion of Bond Counsel delivered concurrently with the commencement of the issuance of Commercial Paper Notes, excludable from gross income of the owners thereof for federal income tax purposes. Such instructions shall also certify that, as of the date of such certificate:

(i) the Board has been advised by Bond Counsel that the projects to be financed or refinanced by the Commercial Paper Notes will constitute Eligible Projects, and, further, should the Commercial Paper Notes be issued as Tax-Exempt Commercial Paper Notes, that the proposed issuance will not cause the Board to be in violation of its covenants set forth in Section 5.01 hereof;

(ii) the requirements of Section 5 of the Master Resolution have been complied with;

(iii) the Board is in compliance with the covenants set forth in Article IV as of the date of such instructions;

(iv) the interest rate borne by the Commercial Paper Note is not in excess of the Maximum Interest Rate in effect on the date of issuance of such Commercial Paper Note;

(v) if then required by law, approval of the Eligible Project to be financed with proceeds of Commercial Paper Notes has been obtained from any state agency as applicable; and

(vi) after the proposed issuance of Commercial Paper Notes, the principal amount of Commercial Paper Notes to be Outstanding after such issuance does not exceed the aggregate principal amount of Commercial Paper Notes authorized to be issued under this Eighteenth Supplement.

Should the Commercial Paper Notes be held in a book-entry only system form in accordance with the provisions of Section 2.03(b), and the Board acts in the capacity of Issuing and Paying Agent during the time such book-entry only system is in effect, the terms of the Commercial

Paper Notes shall be established by the Authorized Representative consistent with the procedures of DTC regarding the issuance of the applicable Master Note.

For purposes of this Eighteenth Supplement, such instructions described above shall constitute an Issuance Request.

(c) *Receipt of Issuance Request.* Upon receipt of an Issuance Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Issuance Request is received, complete each Commercial Paper Note as to amount, Note Date, Original Maturity Date and Original Rate specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer upon receipt of payment therefor; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Eighteenth Supplement. If an Issuance Request is received after 12:00 p.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

(d) *Receipt of Extension Request.* Upon receipt of an Extension Request, the Issuing and Paying Agent shall, by 3:00 p.m. on such day the Extension Request is received, complete each Commercial Paper Note as to amount, Note Date and Extended Maturity Date specified therein, and deliver each such Commercial Paper Note to or upon the order of the Dealer, as requested; provided, however, that no such Commercial Paper Notes shall be delivered by the Issuing and Paying Agent if such delivery would cause the sum of the aggregate principal amount of Commercial Paper Notes Outstanding to exceed the limitation set forth in Section 4.01 of this Eighteenth Supplement. If an Extension Request is received after 11:30 a.m. on a given day, the Issuing and Paying Agent shall not be obligated to deliver the requested Commercial Paper Notes until the next succeeding Business Day.

**Section 3.02. Proceeds of Sale of Commercial Paper Notes.** The proceeds of the sale of any Commercial Paper Notes (net of all expenses and costs of sale and issuance) shall be applied, consistent with the terms of this Eighteenth Supplement, for any or all of the following purposes as directed by an Authorized Representative:

- (i) used for the payment and redemption or purchase of Outstanding Commercial Paper Notes, other Parity Debt or Prior Encumbered Obligations at or before maturity; or
- (ii) used for the purpose of financing Project Costs of Eligible Projects.

**Section 3.03. Issuing and Paying Agent Agreement.** The Board hereby approves the appointment of the Issuing and Paying Agent designated in Section 2.03 to serve as Paying Agent and Registrar. Any Authorized Representative is hereby authorized to execute and deliver, on behalf of the Board, to the Issuing and Paying Agent the Issuing and Paying Agent Agreement in substantially the form presented at the meeting at which this Eighteenth Supplement was adopted. Any Authorized Representative is hereby authorized to enter into any supplemental agreements to the Issuing and Paying Agent Agreement with the Issuing and

Paying Agent or with any successor Issuing and Paying Agent as may be necessary and proper to for such purpose.

Section 3.04. **Dealer Agreement.** The Board hereby approves the appointment of Morgan Stanley & Co. LLC and Loop Capital Markets, LLC, each as a Dealer, under the terms of a Dealer Agreement with each such Dealer, in substantially the form presented at the meeting at which this Eighteenth Supplement was adopted. Any Authorized Representative is hereby authorized and directed to execute and deliver, on behalf of the Board, the Dealer Agreement to carry out the purpose and intent of the Board in authorizing the issuance of Commercial Paper Notes in accordance with the terms of this Eighteenth Supplement. Any Authorized Representative is hereby authorized to enter any supplemental agreements to the Dealer Agreement with the Dealer or with any successor Dealer as may be necessary and proper for such purpose.

Any Authorized Representative is further authorized and directed from time to time to review the performance of each Dealer and of the Commercial Paper Note program authorized hereby and to periodically solicit and review the qualifications of each Dealer and of any additional investment banking firms interested in serving as Dealer. Based upon such review, the number of Dealers selected, which Dealers are selected and the amount of Commercial Paper Notes for which each Dealer is responsible may be changed and additional or different Dealers may be selected and new Dealer Agreements entered into based upon a determination that such changes are expected to result in the lowest overall cost of the Commercial Paper Note Program authorized hereby after taking into account not only the fees to be paid to the Dealers but the expectations as to the performance of each Dealer in providing broad distribution of the Commercial Paper Notes and creating competitive pricing without adversely affecting investor liquidity.

#### **ARTICLE IV GENERAL COVENANTS**

Section 4.01. **Limitation on Issuance.** Unless this Eighteenth Supplement is amended and modified by the Board in accordance with the provisions of Section 6.01, the Board covenants that there will not be issued under the terms of this Eighteenth Supplement and Outstanding at any time more than \$240,000,000 in principal amount of Commercial Paper Notes.

Section 4.02. **Provisions for Payment.** (a) *Payment of Commercial Paper Notes.* The Board covenants to maintain, or cause to be provided in the manner described in Section 4.03(a) of this Eighteenth Supplement, available funds in an amount equal to the principal amount of Commercial Paper Notes for which liquidity is provided then Outstanding, plus interest on the Commercial Paper Notes then Outstanding. In furtherance of the foregoing covenant, the Board agrees that it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant.

(b) *Liquidity Support.* Should the Board determine that it is necessary or desirable to provide liquidity, either from internal funds or external sources, in support of all or any of the

Commercial Paper Notes, the Board shall provide liquidity in an amount equal to the total principal amount of such Outstanding Commercial Paper Notes plus interest to accrue thereon for the following 270 days. In furtherance of the foregoing covenant, the Board agrees that if it is to provide liquidity from internal funds, it will not issue any Commercial Paper Notes or make any borrowings which will result in a violation of such covenant. Any agreement to provide liquidity or credit from external sources in support of the Commercial Paper Notes shall be presented to the Board for its approval.

**Section 4.03. Available Funds.** (a) *Parity Debt.* To the extent Commercial Paper Notes cannot be issued to renew or refund Outstanding Commercial Paper Notes, the Board shall provide funds or shall in good faith endeavor to sell a sufficient principal amount of Parity Debt or other obligations of the Board in order to have funds available, together with other moneys available therefor, to pay the Commercial Paper Notes and the interest thereon, or any renewals thereof, as the same shall become due.

(b) *Lawfully Available Funds.* Notwithstanding anything to the contrary contained herein, to the extent that the Dealer cannot sell Commercial Paper Notes to renew or refund Outstanding Commercial Paper Notes on their maturity, the Board covenants to use lawfully available funds to purchase Commercial Paper Notes issued to renew and refund such maturing Commercial Paper Notes. Such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Commercial Paper Notes and the Board may issue Commercial Paper Notes to renew and refund the Commercial Paper Notes held by it when the Dealer is again able to sell Commercial Paper Notes. While such Commercial Paper Notes are held by the Board they shall bear interest at the rate being earned by the funds used to purchase such Commercial Paper Notes on the date of purchase.

**Section 4.04. Covenant to Refinance.** (a) *Issuance of Refunding Obligations.* The Board covenants that it will undertake its best efforts to issue and deliver Parity Debt at the times and in the amounts necessary to refinance the Commercial Paper Notes that are maturing on the applicable Extended Maturity Date and apply the proceeds of such Parity Debt to retire such Commercial Paper Notes, either at maturity or redemption prior to maturity. Notwithstanding the foregoing, the Authorized Representative shall not deliver an Issuance Request for Commercial Paper Notes that could not be refinanced on or before the Maximum Maturity Date.

(b) The receipts derived from the refinancing of the Commercial Paper Notes, whether by other Commercial Paper Notes or other Parity Debt, and all amounts in the funds and accounts created or maintained pursuant to this Eighteenth Supplement or the Issuing and Paying Agent Agreement, including earnings on such amounts, are hereby pledged as security for the payment of the Commercial Paper Notes and constitute trust funds held for that purpose, subject only to the provisions of this Eighteenth Supplement and the Issuing and Paying Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein and therein. The pledge herein made shall be irrevocable until all of the Commercial Paper Notes to be refinanced have been paid and retired. The granting of this pledge by the Board does not limit in any manner the rights of the Board to issue or incur any other Parity Debt.

Section 4.05. **Opinion of Bond Counsel.** The Board shall cause the legal opinion of Bond Counsel as to the validity of the Commercial Paper Notes and, with respect to Commercial Paper Notes issued as Tax-Exempt Commercial Paper Notes, as to the exclusion of interest on the Commercial Paper Notes from gross income of the owners thereof for federal income tax purposes, to be furnished to DTC if the Commercial Paper Notes are held in a book-entry only system, or to any Holder without cost.

## **ARTICLE V FEDERAL INCOME TAXATION COVENANTS**

Section 5.01. **Tax-Exempt Commercial Paper Notes.** (a) *General Tax Covenant.* The Board covenants (i) to refrain from any action which would adversely affect, and (ii) to take such action to ensure, the treatment of the Tax-Exempt Commercial Paper Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether received by the Board, with respect to such private business use, do not, under the terms of this Eighteenth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Commercial Paper Notes, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b) (3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Commercial Paper Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Tax-Exempt Commercial Paper Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Tax-Exempt Commercial Paper Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Tax-Exempt Commercial Paper Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire "investment property" (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Commercial Paper Notes, other than investment property acquired with --

(1) proceeds of the Tax-Exempt Commercial Paper Notes invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the obligations are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Commercial Paper Notes;

(g) to otherwise restrict the use of the proceeds of the Tax-Exempt Commercial Paper Notes or amounts treated as proceeds of the Tax-Exempt Commercial Paper Notes, as may be necessary, so that the Tax-Exempt Commercial Paper Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(h) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Commercial Paper Notes) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Tax-Exempt Commercial Paper Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) *Arbitrage*. The Board further covenants that it will execute and deliver to the Issuing and Paying Agent then serving in that capacity a "Federal Tax Certificate" in the form approved by Bond Counsel in connection with the original issuance of the Tax-Exempt Commercial Paper Notes, and each issuance of Tax-Exempt Commercial Paper Notes thereafter to pay Project Costs, and that in connection with any other issuance of Tax-Exempt Commercial Paper Notes, it will execute and deliver to the Issuing and Paying Agent a confirmation that the facts, estimates, circumstances and reasonable expectations contained therein continue to be accurate as of such issue date. The Board represents and covenants that it will not expend, or permit to be expended, the proceeds of any Tax-Exempt Commercial Paper Notes in any manner inconsistent with its reasonable expectations as certified in the Federal Tax Certificates to be executed from time to



time with respect to the Tax-Exempt Commercial Paper Notes; provided, however, that the Board may expend Tax-Exempt Commercial Paper Note proceeds in any manner if the Board first obtains an unqualified opinion of Bond Counsel that such expenditure will not adversely affect the exemption from federal income taxation of interest paid on the Tax-Exempt Commercial Paper Notes. The Board represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon. The Board further covenants with the Holders of all Tax-Exempt Commercial Paper Notes at any time Outstanding that no use of the proceeds of any of the Tax-Exempt Commercial Paper Notes or any other funds of the Board will be made which will cause any of such Tax-Exempt Commercial Paper Notes to be "arbitrage bonds" subject to federal income taxation by virtue of being described in section 148 of the Code. In particular, but not by way of limitation, so long as any of the Tax-Exempt Commercial Paper Notes are Outstanding, the Board, with respect to such proceeds and other funds which may be treated as proceeds, will comply with all requirements of section 148 and the Regulations issued thereunder, to the extent that such Regulations are, at the time, applicable and in effect. In particular, but not by way of limitation, the Board covenants:

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Commercial Paper Notes to pay issued Project Costs) an amount that is at least equal to 90 percent of the Excess Earnings, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Commercial Paper Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ii) to maintain such records as will enable the Board to fulfill its responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Tax-Exempt Commercial Paper Notes.

(c) *Compliance with Covenants.* It is the understanding of the Board that the covenants contained in this Section 5.01 are intended to assure compliance with the Code, the Regulations, or any rulings promulgated by the U.S. Department of the Treasury pursuant to the Code. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Tax-Exempt Commercial Paper Notes, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Commercial Paper Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Commercial Paper Notes, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Commercial Paper Notes under section 103 of the Code.

(d) *Allocation of, and Limitation on, Expenditures for Eligible Projects.* The Board covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Eligible Project on its books and records in accordance with the requirements of the Code. The Board recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Eligible Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Board recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Commercial Paper Notes, or (2) the date the Tax-Exempt Commercial Paper Notes are retired. The Board agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) *Disposition of Property Financed with Tax-Exempt Commercial Paper Notes.* The Board covenants that the property constituting an Eligible Project financed with the proceeds of the Tax-Exempt Commercial Paper Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Commercial Paper Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel substantially to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 5.02. **Taxable Commercial Paper Notes.** The Board does not intend to issue the Taxable Commercial Paper Notes in a manner such that the Taxable Commercial Paper Notes would constitute obligations described in section 103(a) of the Code and the Regulations.

## **ARTICLE VI AMENDMENTS**

Section 6.01. **Amendment of Supplement.** (a) *Amendments Without Consent.* This Eighteenth Supplement and the rights and obligations of the Board and of the owners of the Outstanding Commercial Paper Notes may be modified or amended at any time without notice to or the consent of any owner of the Commercial Paper Notes or any other Parity Debt, solely for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Board contained in this Eighteenth Supplement, other covenants and agreements thereafter to be observed, or to

surrender any right or power reserved to or conferred upon the Board in this Eighteenth Supplement;

(ii) to cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Eighteenth Supplement, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Eighteenth Supplement;

(iii) to supplement the security for the Outstanding Commercial Paper Notes issued hereunder, replace or provide additional credit facilities, or change the form of the Outstanding Commercial Paper Notes or make such other changes in the provisions hereof, including extending the Maximum Maturity Date, as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes;

(iv) to make any changes or amendments requested by any bond rating agency then rating or requested to rate Commercial Paper Notes, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Commercial Paper Notes; or

(v) to increase the principal amount of Commercial Paper Notes which may be Outstanding pursuant to the terms of this Eighteenth Supplement.

(b) *Amendments With Consent.* Subject to the other provisions of this Eighteenth Supplement, the owners of Outstanding Commercial Paper Notes aggregating at least a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Eighteenth Supplement which may be deemed necessary or desirable by the Board, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Commercial Paper Notes, the amendment of the terms and conditions in this Eighteenth Supplement or in the Commercial Paper Notes so as to:

(i) make any change in the maturity of the Outstanding Commercial Paper Notes (other than the extension of the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date);

(ii) reduce, or change the formula by which the interest rate is calculated, of interest borne by Outstanding Commercial Paper Notes;

(iii) reduce the amount of the principal payable on Outstanding Commercial Paper Notes;

(iv) modify the terms of payment of principal of or interest on the Outstanding Commercial Paper Notes, or impose any conditions with respect to such payment (except

as is provided in this Eighteenth Supplement with respect to establishing an Extended Maturity Date for a Commercial Paper Note);

(v) affect the rights of the owners of less than all Commercial Paper Notes then Outstanding; or

(vi) change the minimum percentage of the Outstanding Principal Amount of Commercial Paper Notes necessary for consent to such amendment.

(c) *Notice.* If at any time the Board shall desire to amend this Eighteenth Supplement pursuant to subsection (b), the Board shall cause notice of the proposed amendment to be provided in writing to either to DTC, if the Commercial Paper Notes are held in a book-entry only system, or to each Holder of Commercial Paper Notes, if the Commercial Paper Notes are not held in a book-entry only system. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Issuing and Paying Agent for inspection by all Holders of Commercial Paper Notes issued hereunder. A copy of such notice also shall be provided in writing to each Rating Agency.

(d) *Receipt of Consents.* Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the Holders or the Holders of at least a majority in Outstanding Principal Amount of the Commercial Paper Notes, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the Board of any resolution to amend this Eighteenth Supplement pursuant to the provisions of this Section, this Eighteenth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Commercial Paper Notes and all future Commercial Paper Notes shall thereafter be determined, exercised, and enforced under the Master Resolution and this Eighteenth Supplement, as amended.

(f) *Consent Irrevocable.* Any consent given by any Holder of Commercial Paper Notes pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Holders of the same Commercial Paper Notes during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the Holder who gave such consent, or by a successor in title, by filing notice thereof with the Issuing and Paying Agent and the Board, but such revocation shall not be effective if the Holders of at least a majority in Outstanding Principal Amount of Commercial Paper Notes prior to the attempted revocation consented to and approved the amendment.

(g) *Ownership*. For the purpose of this Section, the ownership and other matters relating to all Commercial Paper Notes registered as to ownership shall be determined from the Registration Books kept by the Issuing and Paying Agent therefor. The fact of the owning of Commercial Paper Notes issued hereunder not registered as to ownership by any Holder and the amount and the numbers of such Commercial Paper Notes and the date of the holding of the same may be proved by the affidavit of the person claiming to be such Holder if such affidavit shall be deemed by the Issuing and Paying Agent to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository, wherever situated, if such certificate shall be deemed by Issuing and Paying Agent to be satisfactory, showing that at that date therein mentioned such person had on deposit with such trust company, bank, banker or other depository the Commercial Paper Notes described in such certificate. The Issuing and Paying Agent may conclusively assume that such ownership continues until written notice to the contrary is served upon the Issuing and Paying Agent.

## **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

Section 7.01. **Events of Default**. Each of the following events shall constitute and is referred to in this Eighteenth Supplement as an "Event of Default":

(a) a failure by the Board to pay the principal of any Commercial Paper Note for five (5) Business Days after the date the same shall have become due and payable on an Extended Maturity Date;

(b) a failure by the Board to pay any installment of interest on any Commercial Paper Note for five (5) Business Days after the date such interest shall have become due and payable on an Extended Maturity Date or in accordance with Section 2.02(c) hereof;

(c) a failure by the Board to apply the proceeds of Parity Debt issued to refund Commercial Paper Notes having a maturity on an Extended Maturity Date to the payment thereof on the applicable Extended Maturity Date or date of redemption prior to such Extended Maturity Date;

(d) a failure by the Board to observe and perform any covenant, condition, agreement or provision (other than as specified in paragraphs (a) and (b) of this Section) contained in the Commercial Paper Notes, the Master Resolution or in this Eighteenth Supplement on the part of the System to be observed or performed, which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with the Master Resolution and this Eighteenth Supplement, and which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Board by the Dealer, the Issuing and Paying Agent or any Registered Owner; or

(e) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including, without limitation, proceedings under the United States Bankruptcy Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal

or State bankruptcy law or similar law for the relief of debtors are instituted by or against the System, and, if instituted against the System, said proceedings are consented to or are not dismissed within sixty (60) days after such institution.

If any Event of Default has occurred, but is subsequently cured or waived, then such Event of Default shall no longer constitute an Event of Default hereunder.

#### Section 7.02. **Remedies for Default.**

(a) *Rights of Registered Owners.* Upon the happening of any Event of Default, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefore, may proceed against the Board or the System, as appropriate, for the purpose of protecting and enforcing the rights of the Registered Owners under the Master Resolution and this Eighteenth Supplement, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies. It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Commercial Paper Notes then Outstanding.

(b) *Remedies.* No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Commercial Paper Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of the Master Resolution or this Eighteenth Supplement, the right to accelerate the debt evidenced by the Commercial Paper Notes shall not be available as a remedy under the Master Resolution or this Eighteenth Supplement.

(c) By accepting the delivery of a Commercial Paper Note authorized under this Eighteenth Supplement, a Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Eighteenth Supplement do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the System or the Board.

### ARTICLE VIII MISCELLANEOUS

Section 8.01. **Eighteenth Supplement to Constitute a Contract; Equal Security.** In consideration of the acceptance of the Commercial Paper Notes by those who shall hold the same from time to time, this Eighteenth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Commercial Paper Notes and the pledge made in this Eighteenth Supplement by the Board and the covenants and agreements set forth in this Eighteenth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders of the Commercial Paper Notes, without preference, priority, or distinction as to security or otherwise of any of the

Commercial Paper Notes over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Eighteenth Supplement.

Section 8.02. **Individuals Not Liable.** All covenants, stipulations, obligations, and agreements of the Board contained in this Eighteenth Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Board in his individual capacity and neither the members of the Board nor any officer thereof shall be liable personally on the Commercial Paper Notes or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 8.03. **Additional Actions.** (a) *Execution and Delivery of Documents.* Each Authorized Representative, and all other officers, employees, and agents of the Board, and each of them, jointly and severally, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Eighteenth Supplement, the Dealer Agreement, the Issuing and Paying Agent Agreement, and the Depository Trust Company Letter of Representation. In addition, the Chairman of the Board, the Vice Chairman of the Board, each Authorized Representative, and Bond Counsel are hereby authorized to approve, subsequent to the date of this adoption of this Eighteenth Supplement but before any Commercial Paper Notes are Outstanding, any amendments to the above named documents, and any technical amendments to this Eighteenth Supplement as may be required by a Rating Agency, or as a condition to the granting of a rating on the Commercial Paper Notes acceptable to the Chancellor of the System.

(b) *Notice to Rating Agencies and Bondholders.* An Authorized Representative shall promptly give written notice to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the System of any changes or amendments to this Eighteenth Supplement, any execution and delivery of an agreement to provide liquidity or credit support for Commercial Paper Notes, any amendment, substitution or termination of any such liquidity or credit agreement then in effect (including the expiration thereof), of any amendment or substitution of the Dealer Agreement or the Issuing and Paying Agent Agreement, or any change or amendment to any other operative document used in connection with the issuance from time to time of the Commercial Paper Notes. Notice of any of the aforementioned events also shall be given to Holders in accordance with and in the manner described in Section 6.01(c).

Section 8.04. **Severability of Invalid Provisions.** If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants,

agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Commercial Paper Notes issued hereunder.

**Section 8.05. Payment and Performance on Business Days.** Whenever under the terms of this Eighteenth Supplement or the Commercial Paper Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Commercial Paper Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Commercial Paper Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment is scheduled.

**Section 8.06. Limitation of Benefits With Respect to the Eighteenth Supplement.** With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Eighteenth Supplement or the Commercial Paper Notes is intended or should be construed to confer upon or give to any person other than the Board, the Holders, the Issuing and Paying Agent, and the Dealer any legal or equitable right, remedy or claim under or by reason of or in respect to this Eighteenth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Eighteenth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, the Issuing and Paying Agent, and the Dealer as herein provided and as provided in the Issuing and Paying Agent Agreement and the Dealer Agreement.

**Section 8.07. Approval of Attorney General.** No Commercial Paper Notes herein authorized to be issued shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved this Eighteenth Supplement, and other agreements and proceedings as may be required in connection therewith.

**Section 8.08. Approval of Offering Memorandum.** An Authorized Representative is hereby authorized to approve the form(s) of Offering Memorandum, to be used by the Dealer in the offering of the Tax-Exempt Commercial Paper Notes and the Taxable Commercial Paper Notes, respectively, and the use thereof by the Dealer in connection therewith.

**Section 8.09. Public Notice.** It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Eighteenth Supplement was adopted, and that this Eighteenth Supplement would be introduced and considered for adoption at said meeting; that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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## **EXHIBIT A DEFINITIONS**

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Eighteenth Supplement. As used in this Eighteenth Supplement, the terms below defined shall be construed, are used and are intended to have the following meanings, unless the text hereof specifically indicates otherwise:

The term "*Acts*" shall mean, collectively, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended.

The terms "*Authorized Representative*" shall mean any one or more of the following officers or employees of the System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor for Finance, the Associate Vice Chancellor for Finance or such other officer or employee of the System, authorized by the Board to carry out the functions of the Board specified herein.

The term "*Board*" shall mean the Board of Regents, Texas State University System.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City of Austin, Texas, The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Code*" shall mean the Internal Revenue Code of 1986, as amended.

The terms "*Commercial Paper Note*" shall mean any Taxable Commercial Paper Note or Tax-Exempt Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, having the terms and characteristics specified in Section 2.02 and in the forms set forth in Exhibit B to this Eighteenth Supplement.

The term "*Dealer*" shall mean, initially Morgan Stanley and Co. LLC and Loop Capital Markets, LLC for as long as each such firm acts as a dealer for the Board, and each dealer appointed by the Board pursuant to Section 3.04 hereof and any successor thereto.

The term "*Designated Trust Office*" shall have the meaning given said term in Section 2.03(a) of this Eighteenth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Eligible Project*" shall mean the acquisition, purchase, construction, improvement, enlargement, and/or equipping of any property, buildings, structures, activities, services, operations, or other facilities, or any other project, program or improvement authorized by the laws of the State of Texas for and on behalf of the Revenue Financing System or any Member thereof.

The term "*Extended Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Extension Notice as the maturity date to which the maturity of such Commercial Paper Note is to be extended, which maturity date shall be a Business Day; provided, that an Extended Maturity Date shall not be established in violation of the provisions of Section 2.02(a)(ii) or 2.02(b)(ii) of this Eighteenth Supplement.

The term "*Extended Rate*" shall mean the rate of interest per annum determined by the following formula:

$$\text{The greater of (SIFMA Index + } E \text{) or } F$$

The Extended Rate applicable to a Commercial Paper Note will be determined by the Issuing and Paying Agent as provided in Section 2.02(c) of this Eighteenth Supplement. As used in the formula set forth above in this definition, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of Fitch, Moody's and S&P, if then rating the Commercial Paper Notes at the request of the System, as follows:

**Prevailing Rating**

<b><u>Fitch</u></b>	<b><u>Moody's</u></b>	<b><u>S&amp;P</u></b>	<b><u>E Variable</u></b>	<b><u>F Variable</u></b>
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

If the individual Prevailing Ratings indicate different *E* or *F* variables as a result of split ratings assigned to the Commercial Paper Notes, the *E* or *F* variable shall be the arithmetic average of those indicated by the Prevailing Ratings. If the System obtains another rating on the Commercial Paper Notes from a credit rating agency, the Issuing and Paying Agent shall, upon written direction of the Authorized Representative, following consultation with the Authorized Representative and the Dealer, determine how the credit rating agency's rating categories shall be treated for the purpose of indicating an *E* or *F* variable. In no event shall the Extended Rate exceed the Maximum Interest Rate.

The term "*Extension Request*" shall mean the instructions provided to the Issuing and Paying Agent and the Dealer by an Authorized Representative to extend the Original Maturity Date of a Commercial Paper Note to an Extended Maturity Date, in substantially the form set forth in Exhibit D to this Eighteenth Supplement.

The term "*Fiscal Year*" shall mean the 12-month operational period of the System commencing on September 1 of each year and ending on the following August 31.

The term "*Fitch*" shall mean Fitch Ratings, Inc., or, if such entity is dissolved or liquidated or otherwise ceases to perform securities ratings services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The terms "*Holder*" or "*Noteholder*" shall mean the Registered Owner or any person, firm, association, or corporation who is in possession of any Commercial Paper Note issued to bearer or in blank.

The term "*Issuance Request*" shall mean the instructions provided to the Issuing and Paying Agent by an Authorized Representative in the manner set forth in Section 3.01 of this Eighteenth Supplement.

The terms "*Issuing and Paying Agent*" and "*Paying Agent*", "*Paying Agent/Registrar*" and "*Registrar*" shall mean with respect to the Commercial Paper Notes the agent appointed pursuant to Section 2.03, or any successor to such agent.

The term "*Master Notes*" shall mean the DTC master notes, in substantially the forms set forth in Exhibit C to this Eighteenth Supplement.

The term "*Master Resolution*" shall mean the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998 as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008.

The term "*Maximum Interest Rate*" or "*Max Rate*" shall mean 9% per annum.

The term "*Maximum Maturity Date*" shall mean December 31, 2044.

The term "*Moody's*" shall mean Moody's Investors Service or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*Note Date*" shall have the meaning given in Section 2.02(c).

The term "*Note Payment Fund*" shall mean that fund created pursuant to Section 2.08.

The term "*Original Maturity Date*" shall mean, for each Commercial Paper Note, the date specified in the Issuance Request as the date of maturity of the Commercial Paper Note; provided that the Original Maturity Date shall not extend beyond the Maximum Maturity Date.

The term "*Original Rate*" shall mean, for each Commercial Paper Note, the rate of interest per annum borne by such Commercial Paper Note to the Original Maturity Date as specified in the applicable Issuance Request.

The term "*Project Costs*" shall mean all costs and expenses defined as "project costs" under the Acts incurred in relation to Eligible Projects and permitted by law to be paid with the proceeds of the Commercial Paper Notes, including without limitation design, planning, engineering, and legal costs; acquisition costs of land, interests in land, right of way, and easements; construction costs; costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of the Eligible Projects; and financing costs, including interest during construction and one year after construction, underwriter's discount, and/or legal, financial, and other professional services fees and expenses, and shall include reimbursement for Project Costs attributable to Eligible Projects incurred prior to the issuance of any Commercial Paper Notes.

The term "*Prevailing Rating*" shall mean, at the time of determination and with respect to each Rating Agency then providing a rating on the Commercial Paper Notes at the request of the System, the rating assigned to the Commercial Paper Notes by such Rating Agency, or any comparable future designation by such Rating Agency, as the case may be.

The term "*Rating Agency*" shall mean Fitch, Moody's and S&P, if such entity is then providing a rating on the Commercial Paper Notes at the request of the System.

The term "*Registered Owner*" shall mean the person or entity in whose name any Commercial Paper Note is registered in the Registration Books.

The term "*Registration Books*" shall mean books or records relating to the registration, payment, and transfer or exchange of the Commercial Paper Notes maintained by the Issuing and Paying Agent pursuant to Section 2.03.

The term "*Regulations*" shall mean all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

The term "*S&P*" shall mean Standard & Poor's Rating Service, a Standard & Poor's Financial Services LLC business, or, if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

The term "*Eighteenth Supplement*" shall mean this resolution adopted by the Board on May 23, 2014, authorizing the Commercial Paper Notes.

The term "*SIFMA*" means the Securities Industry and Financial Markets Association.

The term "*SIFMA Index*" means (i) the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any person acting in cooperation with or under the sponsorship of SIFMA or (ii) if such index is not published, such other publicly available rate as the Dealer (or if the Dealer fails to do so, the System, acting through an Authorized Representative) shall deem most nearly equivalent thereto. Such index may be expressed as a percentage of (more or less than, or equal to, 100%) and/or a fixed spread to another index.

The term "*System*" shall mean The Texas State University System.

The term "*Taxable Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, the interest on which is not exempt from federal income taxation under the Code.

The term "*Taxable Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

The term "*Tax-Exempt Commercial Paper Note*" shall mean a Commercial Paper Note issued pursuant to the provisions of the Master Resolution and this Eighteenth Supplement, the interest on which is exempt from federal income taxation under the Code.

The term "*Tax-Exempt Commercial Paper Note Payment Account*" shall mean the account created pursuant to Section 2.08.

**EXHIBIT B**  
**FORM OF COMMERCIAL PAPER NOTES**

United States of America  
State of Texas  
BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM  
REVENUE FINANCING SYSTEM  
COMMERCIAL PAPER NOTE, [TAX-EXEMPT]<sup>1</sup> [TAXABLE]<sup>2</sup> SERIES A

Note Number \_\_\_\_\_ Interest Rate \_\_\_\_\_ Note Date \_\_\_\_\_ \$ \_\_\_\_\_

On \_\_\_\_\_ (the "Original Maturity Date") for value received, THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "Board")

Promises To Pay To The Order of \_\_\_\_\_  
The Principal Sum Of \_\_\_\_\_  
Payable At \_\_\_\_\_  
(the "Issuing and Paying Agent"),

and to pay interest, if any, on said principal amount, specified above, from the above specified Note Date on said Original Maturity Date at the per annum Interest Rate specified above (computed on the basis of actual days elapsed and a [365-day or 366-day year, as applicable]<sup>1</sup> [360-day year]<sup>2</sup>) solely from the sources hereinafter identified and as hereinafter stated.

If the Original Maturity Date shall have been extended to the Extended Maturity Date, as provided in the Supplemental Resolution (hereinafter defined), the interest accrued on this Commercial Paper Note to the Original Maturity Date will be paid on the Original Maturity Date. The principal amount of this Commercial Paper Note will be payable on the Extended Maturity Date, and after the Original Maturity Date, this Commercial Paper Note shall bear interest from the Original Maturity Date to the Extended Maturity Date, at the per annum Extended Rate described below (computed on the basis of actual days elapsed and a 365-day or 366-day year, as applicable) solely from the sources hereinafter identified and as hereinafter stated.

Both principal and interest on this Commercial Paper Note shall be payable in immediately available lawful money of the United States of America at the principal corporate office of the Issuing and Paying Agent, specified above, or its successor.

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<sup>1</sup> **Error! Main Document Only.**To be included only for Commercial Paper Notes being issued as Tax-Exempt Commercial Paper Notes.

<sup>2</sup> **Error! Main Document Only.**To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.

No interest will accrue on the principal amount hereof after said Original Maturity Date or, if the Original Maturity Date shall have been extended to the Extended Maturity Date, after said Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note.

If the Original Maturity Date is before the 15th day of the month, and the Texas State University System (the "System") exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note to an Extended Maturity Date, interest accruing after the Original Maturity Date shall be payable on the first Business Day of the next month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note. If the Original Maturity Date is on or after the 15th day of the month, and the System exercises its option in accordance with the Supplemental Resolution to extend the Original Maturity Date of this Commercial Paper Note, interest shall be payable on the first Business Day of the second succeeding month and on the first Business Day of each month thereafter and on the Extended Maturity Date for, or the date fixed for redemption of, this Commercial Paper Note.

The Extended Rate shall be the rate of interest per annum determined by the following formula:

$$\text{The greater of (SIFMA Index + } E \text{) or } F$$

The Extended Rate applicable to this Commercial Paper Note will be determined weekly by the Issuing and Paying Agent based on the Prevailing Ratings and other information available as of 11:00 a.m., New York, New York time, on the Original Maturity Date of this Commercial Paper Note and each Thursday thereafter and will apply from that date through the following Wednesday or, if earlier, the applicable Extended Maturity Date, or the date fixed for redemption of this Commercial Paper Note. As used in the formula, the *E* and *F* variables shall be the fixed percentage rates, expressed in basis points and yields, respectively, determined based on the Prevailing Ratings of the Rating Agencies then rating the Commercial Paper Notes at the request of the System, as follows:

**Prevailing Rating**

<b><u>Fitch</u></b>	<b><u>Moody's</u></b>	<b><u>S&amp;P</u></b>	<b><u>E Variable</u></b>	<b><u>F Variable</u></b>
F-1+	P-1	A-1+	250 bps	7.00%
F-1	-	A-1	350 bps	7.50%
F-2	P-2	A-2	550 bps	8.00%
Lower than F-2 (or rating withdrawn for credit reasons)	Lower than P-2 (or rating withdrawn for credit reasons)	Lower than A-2 (or rating withdrawn for credit reasons)	Max Rate	Max Rate

If the individual Prevailing Ratings indicate different E or F variables as a result of split ratings assigned to the System, the E or F variable shall be the arithmetic average of those indicated by the Prevailing Ratings. In no event shall the Extended Rate exceed the Maximum Interest Rate.

This Commercial Paper Note is one of an issue of commercial paper notes (the "Commercial Paper Notes") which has been duly authorized and issued in accordance with the provisions of a master resolution, as amended, (the "Master Resolution") and the eighteenth supplemental resolution thereto (the "Supplemental Resolution"; the provisions of the Master Resolution are incorporated by reference in the Supplemental Resolution and the Master Resolution and the Supplemental Resolution shall hereinafter be referred to collectively as the "Resolution") passed by the Board on behalf of the System, an agency and political subdivision of the State of Texas, for the purpose of financing Project Costs of Eligible Projects (each as defined in the Resolution) and to refinance, renew and refund the Notes, other Parity Debt and Prior Encumbered Obligations; all in accordance and in strict conformity with the provisions of the Constitution and laws of the State of Texas, including but not limited to, Chapter 55, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Resolution.

This Commercial Paper Note shall not be subject to redemption at the option of the System prior to its Original Maturity Date. If the System exercises its option to extend the maturity of this Commercial Paper Note to the Extended Maturity Date, this Commercial Paper Note may be redeemed on any date after its Original Maturity Date, at the option of the System, at a redemption price equal to par (100%), plus accrued and unpaid interest to the redemption date. To exercise its redemption option, the System shall provide not less than five (5) or more than twenty-five (25) calendar days' notice to the Issuing and Paying Agent. The Issuing and Paying Agent will notify DTC of the Commercial Paper Notes to be redeemed within one Business Day of receipt of such notice.

This Commercial Paper Note, together with the other Notes and other Parity Debt, is payable from and equally secured by the Pledged Revenues; provided, however, that the lien on and pledge of the Pledged Revenues is junior and subordinate to the lien and pledge securing the payment of the Prior Encumbered Obligations, all as further defined and described in the Resolution. The Notes do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the Board, except with respect to the Pledged Revenues as described in the Resolution, and the Holder hereof shall never have the right to demand payment of this obligation from any sources or properties of the Board except as described in the Resolution. THE NOTES DO NOT CONSTITUTE OR CREATE A DEBT OR LIABILITY OF THE STATE OF TEXAS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING AUTHORITY OF THE STATE OF TEXAS IS IN ANY MANNER PLEDGED, GIVEN, OR LOANED TO THE PAYMENT OF THE NOTES.

[This Commercial Paper Note is not an obligation described in section 103(a) of the Code.]<sup>3</sup>

Reference is hereby made to the Resolution, copies of which may be obtained upon request to the Board, and by acceptance of this Commercial Paper Note the Holder hereof hereby assents to all of the terms and provisions of the Resolution, including, but not limited to,

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<sup>3</sup> To be included only for Commercial Paper Notes being issued as Taxable Commercial Paper Notes.



provisions relating to definitions of terms; the description of and the nature of the security for the Notes and the Pledged Revenues; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders of the Notes; and the right to issue obligations payable from and secured by the Pledged Revenues.

It is hereby certified and recited that all acts, conditions, and things required by law and the Resolution to exist, to have happened, and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened, and have been performed in regular and in due time, form, and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Notes, is not in excess of the principal amount of Notes permitted to be issued under the Resolution.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Commercial Paper Note may be registered to bearer or to any designated payee. Title to any Commercial Paper Note registered to bearer shall pass by delivery. If not registered to bearer, this Commercial Paper Note may be transferred only on the books of the Board maintained at the designated office of the Issuing and Paying Agent. Upon surrender hereof at the designated office of the Issuing and Paying Agent, this Commercial Paper Note may be exchanged for a like aggregate principal amount of fully registered (which registration may be to bearer) Commercial Paper Notes of authorized denominations of like interest rate and maturity, but only in the manner, and subject to the limitations, and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Commercial Paper Note.

This Commercial Paper Note shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

The System covenants to pay the principal of and interest on this Commercial Paper Note when due, whether by reason of maturity or redemption prior to maturity.

IN WITNESS WHEREOF, the Board has authorized and caused this Commercial Paper Note to be executed and attested on its behalf by the manual or facsimile signatures of the Chairman of the Board and the Secretary of the Board and the official seal of the System impressed or a facsimile thereof to be printed hereon.

BOARD OF REGENTS, TEXAS STATE  
UNIVERSITY SYSTEM

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Chairman, Board of Regents

ATTEST:

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Chancellor, Secretary of the Board

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Resolution.

\_\_\_\_\_,  
as Issuing and Paying Agent

By: \_\_\_\_\_  
Countersignature

**EXHIBIT C  
FORM OF MASTER NOTES**

**The Depository Trust Company**  
A subsidiary of The Depository Trust & Clearing Corporation

**MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE**

Tax Exempt

\_\_\_\_\_  
(Date of Issuance)

BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. BANK NATIONAL ASSOCIATION, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK NATIONAL ASSOCIATION

BOARD OF REGENTS,  
TEXAS STATE UNIVERSITY SYSTEM

By: \_\_\_\_\_  
(Authorized Countersignature)

By: \_\_\_\_\_  
(Authorized Signature)



**The Depository Trust &  
Clearing Corporation**

**The provisions of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Note, Tax-Exempt Series A, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.**

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

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(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

\_\_\_\_\_  
(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

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Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Depository Trust Company  
A subsidiary of The Depository Trust & Clearing Corporation

**MUNICIPAL COMMERCIAL PAPER — TECP MASTER NOTE**

Taxable

\_\_\_\_\_  
(Date of Issuance)

BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM ("Issuer"), for value received, hereby promises to pay to Cede & Co., as nominee of The Depository Trust Company, or to registered assigns: (i) the principal amount, together with unpaid accrued interest thereon, if any, on the maturity date of each obligation identified on the records of Issuer (the "Underlying Records") as being evidenced by this Master Note, which Underlying Records are maintained by U.S. BANK NATIONAL ASSOCIATION, ("Paying Agent"); (ii) interest on the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records; and (iii) the principal amount of each such obligation that is payable in installments, if any, on the due date of each installment, as specified on the Underlying Records. Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made solely from the sources stated on the Underlying Records by wire transfer to the registered owner from Paying Agent without the necessity of presentation and surrender of this Master Note.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS MASTER NOTE SET FORTH ON THE REVERSE HEREOF.

This Master Note is a valid and binding obligation of Issuer.

Not Valid Unless Countersigned for Authentication by Paying Agent.

U.S. BANK NATIONAL ASSOCIATION

BOARD OF REGENTS,  
TEXAS STATE UNIVERSITY SYSTEM

By: \_\_\_\_\_  
(Authorized Countersignature)

By: \_\_\_\_\_  
(Authorized Signature)



**The Depository Trust &  
Clearing Corporation**

**The provisions of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Note, Taxable Series A, a form of which is attached hereto, are incorporated herein and made a part hereof for all purposes.**

At the request of the registered owner, Issuer shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Master Note. As of the date any such note certificate or certificates are issued, the obligations which are evidenced thereby shall no longer be evidenced by this Master Note.

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

---

(Name, Address, and Taxpayer Identification Number of Assignee)

the Master Note and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney to transfer said Master Note on the books of Issuer with full power of substitution in the premises.

Date:

Signature(s) Guaranteed:

\_\_\_\_\_  
(Signature)

Notice: The signature on this assignment must correspond with the name as written upon the face of this Master Note, in every particular, without alteration or enlargement or any change whatsoever.

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Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**EXHIBIT D  
FORM OF EXTENSION REQUEST**

Date \_\_\_\_\_

[Name and Address of Issuing and Paying Agent]

[Name and Address of Dealer]

**EXTENSION REQUEST**

Ladies and Gentlemen:

This certificate is provided pursuant to the requirements of Section 2.02(d) of the Eighteenth Supplemental Resolution to the Master Resolution (the "Eighteenth Supplement") adopted by the Board of Regents, Texas State University System, with respect to the issuance of the Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, [Tax-Exempt] [Taxable] Series A, for the purpose of requesting the extension of a Commercial Paper Note, as provided herein. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Eighteenth Supplement.

- (a) The Commercial Paper Note is in the principal amount of \$ \_\_\_\_\_, bears interest at the stated rate of \_\_\_\_%, and has a stated Original Maturity Date of \_\_\_\_\_, 20\_\_.
- (b) The Extended Maturity Date of the Commercial Paper Note shall be \_\_\_\_\_, 20\_\_, which is a Business Day.
- (c) The certifications made in the Issuance Request delivered in connection with the initial issuance of the Commercial Paper Note are confirmed.
- (d) The term of the Commercial Paper Note, as extended to the Extended Maturity Date, does not exceed 270 days.

BOARD OF REGENTS, TEXAS STATE  
UNIVERSITY SYSTEM

By \_\_\_\_\_  
Authorized Representative



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**DEALER AGREEMENT**

Between

**BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM**

and

**MORGAN STANLEY & CO. LLC**

Dated \_\_\_\_\_, 2014

Relating to

Board of Regents, Texas State University System  
Commercial Paper Notes, Series A

This Dealer Agreement, dated \_\_\_\_\_, 2014 (the "Agreement"), is between the BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "University System") and MORGAN STANLEY & CO. LLC (the "Dealer"). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. Background and Definitions.**

(a) The University System has authorized the issuance and reissuance from time-to-time of its tax-exempt or taxable commercial paper notes (the "Series A Commercial Paper Notes") in the aggregate principal amount not to exceed \$240,000,000 outstanding at any time.

(b) The University System originally authorized the issuance of the Series A Commercial Paper Notes pursuant to its "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement").

(c) The Eighteenth Supplement provides for the appointment of commercial paper dealers to perform certain duties, including the offering and sale from time-to-time of the Series A Commercial Paper Notes on behalf of the University System.

(d) The Dealer has agreed to accept the duties and responsibilities under this Agreement with respect to Series A Commercial Paper Notes under the Eighteenth Supplement and this Agreement.

(e) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Eighteenth Supplement or in the Issuing and Paying Agent Agreement between the University System and U.S. Bank Trust National Association dated as of \_\_\_\_\_, 2014 (the "Issuing and Paying Agent Agreement").

(f) All references to time in this Agreement shall refer to prevailing time in New York, New York.

### **Section 2. Appointment of Dealer.**

(a) Subject to the terms and conditions contained herein, the University System hereby appoints Morgan Stanley & Co. LLC as a Dealer for the Series A Commercial Paper Notes, and Morgan Stanley & Co. LLC hereby accepts such appointment.

(b) The Dealer shall act as non-exclusive Dealer with respect to the Series A Commercial Paper Notes. The Dealer acknowledges that the University System may enter into agreements with other dealers in connection with the offering and sale of the Series A Commercial Paper Notes on behalf of the University System as set forth in the Eighteenth Supplement.

### **Section 3. Responsibilities of Dealer.**

(a) Subject to the terms and conditions set forth in this Agreement, the Dealer agrees to perform the duties and responsibilities set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. The Dealer shall use its best efforts to solicit and arrange sales of the Series A Commercial Paper Notes on behalf of the University System at such rates and maturities as may prevail from time to time in the market. The Dealer and the University System agree that any Series A Commercial Paper Notes which the Dealer may arrange the sale of or which, in the Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Eighteenth Supplement, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Eighteenth Supplement or the Issuing and Paying Agent Agreement, the provisions of the Eighteenth Supplement and the Issuing and Paying Agent Agreement shall be controlling.

(b) Notwithstanding anything to the contrary contained herein, the Dealer:

(i) will suspend its efforts with respect to the offer or sale of the Series A Commercial Paper Notes on behalf of the University System upon the receipt of notice of the occurrence of an Event of Default under the Series A Commercial Paper Notes, the Eighteenth Supplement, or the Issuing and Paying Agent Agreement; and

(ii) may, in its sole discretion which shall not be unreasonable or arbitrarily exercised, suspend its efforts with respect to the offer or sale of the Series A Commercial Paper Notes on behalf of the University System immediately upon the occurrence of any of the following events, which suspension will continue so long as such event continues to exist as to the Series A Commercial Paper Notes (the Dealer agrees to give notice of its suspension of efforts promptly after such suspension occurs):

(1) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking or securities settlement or clearance services in New York is declared by either federal or New York State authorities;

(3) the engagement by the United States in hostilities if the effect of such engagement, in the Dealer's reasonable judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Series A Commercial Paper Notes;

(4) legislation shall be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction

of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Series A Commercial Paper Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Series A Commercial Paper Notes, as contemplated hereby;

(5) any event shall occur or information shall become known, which makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the Dealer by the University System in connection with the performance of its duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority shall impose, as to the Series A Commercial Paper Notes, or obligations of the general character of the Series A Commercial Paper Notes, any material restrictions not now in force, or increase materially those now in force;

(7) any of the representations and warranties of the University System made in this Agreement shall not have been true and correct;

(8) the University System fails to observe any of the covenants or agreements made in this Agreement or if the Eighteenth Supplement or the Issuing and Paying Agent Agreement is no longer in full force and effect;

(9) any of the rating agencies then rating the Series A Commercial Paper Notes shall either (i) downgrade the short-term ratings assigned to the Series A Commercial Paper Notes or (ii) suspend or withdraw the then current ratings assigned to the Series A Commercial Paper Notes;

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes occurs, the effect of which, in the Dealer's reasonable judgment, makes it impractical to market the Series A Commercial Paper Notes or to enforce contracts for the sale of the Series A Commercial Paper Notes; or

(11) trading of any securities of the University System shall have been suspended on any exchange or in any over-the-counter market;

(12) any material adverse change in the financial markets generally which is, in the reasonable judgment of the Dealer, so material

and adverse as to make it impracticable or inadvisable to proceed with the offering or sale of the Series A Commercial Paper Notes; or

(13) (i) legislation shall have been enacted by the Congress of the United States (the "Congress"), introduced in the Congress or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury (the "Treasury Department") or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration or passed by either House of Congress, (ii) a decision shall have been rendered by a court of the United States or the United States Tax Court, or (iii) an order, ruling or communication (including a press release) shall have been issued by the Treasury Department or other agency with competent jurisdiction, in each case with respect to federal taxation upon revenues or other income derived by the University System or any similar body, or upon interest received on obligations of the general character of the Tax-Exempt Commercial Paper Notes, that in the judgment of the Dealer materially adversely affects the market for the Tax-Exempt Commercial Paper Note.

**Section 4. Transactions in Series A Commercial Paper Notes.** All transactions in Series A Commercial Paper Notes between the Dealer and the University System shall be in accordance with the Eighteenth Supplement, the Issuing and Paying Agent Agreement, this Agreement and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Eighteenth Supplement. As early as possible, but not later than 2:30 p.m. on the day on which any Series A Commercial Paper Note is to be issued, the Dealer shall notify the University System of the proposed final maturities, prices and interest rates (which interest rates shall not exceed the Maximum Interest Rate as defined in the Eighteenth Supplement), and provide the University System with any other information as required for delivery of such Series A Commercial Paper Notes. Except as described below, the Dealer shall not be obligated to purchase or cause the purchase of any Series A Commercial Paper Notes unless and until agreement has been reached in each case on the foregoing points and the Dealer has agreed to such purchase. Not later than 2:30 p.m. on the date of each transaction the Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the University System and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Series A Commercial Paper Notes and the amount of Series A Commercial Paper Notes which the Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the University System) and in writing to the University System and the Issuing and Paying Agent pursuant to the requirements of Section 14(a) hereof.

**Section 5. Payment for Series A Commercial Paper Notes.** The Dealer shall pay for the Series A Commercial Paper Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by 2:00 p.m. on the Business Day such Series A

Commercial Paper Notes are delivered to the Dealer (provided that such Series A Commercial Paper Notes are so delivered to the Dealer by 12:30 p.m. on such Business Day). All Tax Exempt Commercial Paper Notes will be sold at par, while Taxable Commercial Paper Notes may be sold at par or at a discount, and each Series A Commercial Paper Note will be evidenced either by (i) a global Master Series A Commercial Paper Note immobilized with The Depository Trust Company of New York or (ii) Series A Commercial Paper Notes in the form attached to the Eighteenth Supplement.

**Section 6. Authorized Representative.** Series A Commercial Paper Note transactions with the University System, pursuant to Section 4 hereof, shall be with any one of the officers or employees of the University System who are designated as an Authorized Representative by certificate signed by the Authorized Representative. The initial written designation of the Authorized Representatives is appended hereto as Appendix A. By approving this Agreement, the Board of Regents approves the designation of the individuals named in Appendix A to act as Authorized Representatives for all purposes under the Eighteenth Supplement. The University System agrees to provide the Dealer with revised written designations in the form of Appendix A when and as required by changes in the Authorized Representatives. The Dealer may rely upon such designation unless and until otherwise notified in writing by the University System.

**Section 7. Resignation and Removal of Dealer.** The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the University System and the Issuing and Paying Agent with sixty (60) days' prior written notice or, if earlier, on the date that a replacement Dealer has been appointed by the University System if the University System in its sole discretion elects to appoint a replacement Dealer. The Dealer may be removed at any time, at the direction of the University System upon seven (7) days' prior written notice to the Dealer and the Issuing and Paying Agent. The Dealer shall assign and deliver this Agreement to its successor if requested by the University System.

### **Section 8. Furnishing of Disclosure Materials.**

(a) Prior to the first issuance of Series A Commercial Paper Notes under the Eighteenth Supplement, the University System agrees to furnish the Dealer with as many copies as the Dealer may reasonably request of the offering memorandum of the University System relating to the Series A Commercial Paper Notes (the "Offering Memorandum"), and such other information with respect to the University System and the Series A Commercial Paper Notes as the Dealer shall reasonably request from time to time.

(b) The University System agrees to cooperate with the Dealer in the preparation from time-to-time of a new Offering Memorandum of the University System for the Series A Commercial Paper Notes in the event the Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the University System of the Series A Commercial Paper Notes, and to furnish or to cause to be furnished to the Dealer as many copies of such new Offering Memorandum as the Dealer shall request.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to either party that might affect the correctness or completeness of any

statement of a material fact contained in the then current Offering Memorandum, such party shall promptly notify the other in writing of the circumstances and details of such event. The University System agrees to promptly furnish to the Dealer a copy of each filing or notice made to anyone (whether in connection with the Series A Commercial Paper Notes or not) pursuant to any undertaking or other agreement of the University System made under any provision of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

**Section 9. Indemnification and Contribution.** To the extent permitted by Texas law, the University System agrees to indemnify the Dealer and to hold the Dealer harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of, or based upon, any allegation that any of the information provided by the University System to the Dealer pursuant to this Agreement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein not misleading in light of circumstances under which they were made.

**Section 10. Fees and Expenses.** In addition to any fees paid by the University System in connection with the creation of the commercial paper program pursuant to which the Series A Commercial Paper Notes shall be issued, as compensation to the Dealer hereunder, the University System agrees to pay to the Dealer during each calendar year a fee equal to 0.10% times the principal amount of the Series A Commercial Paper Notes Outstanding, times the number of days such Series A Commercial Paper Notes shall be Outstanding, divided by 365 or 366 days (as appropriate), payable quarterly (for quarters ending March 31, June 30, September 30 and December 31, commencing with the quarter ending \_\_\_\_\_, 2014) in arrears on the first day of each January, April, July and October.

**Section 11. Representations, Warranties, Covenants and Agreements of the University System.** The University System, by its acceptance hereof, represents, warrants, covenants, and agrees with the Dealer that:

(a) it is a state agency and institution of higher education created and functioning under the Constitution and laws of the State of Texas;

(b) it has full power and authority to take all actions required or permitted to be taken by the University System by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the University System is a party;

(c) it has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize (i) the execution, delivery and performance of this Agreement, the Eighteenth Supplement and any other instrument or agreement to which the University System is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the current Offering Memorandum;

(d) it will provide the Dealer at its address set forth below, within 190 days of the end of each fiscal year, a copy of its annual audited financial statements for that fiscal year;

(e) it will promptly notify the Dealer by electronic means, if possible, and, if not possible, by other communication made in writing, of any material adverse changes that may affect the offering and sale on behalf of the University System of the Series A Commercial Paper Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an Event of Default under the Series A Commercial Paper Notes, the Eighteenth Supplement or the Issuing and Paying Agent Agreement;

(f) Offering Memoranda and supplements, amendments and updates to any thereof, furnished by the University System and used by the Dealer (including amendments, supplements and replacements thereof), until such time as they shall have been subsequently amended, updated or replaced, shall not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(g) it will provide to the Dealer within two (2) Business Days of the execution of any credit or liquidity facility agreement related to the Series A Commercial Paper Notes or amendment thereto including any extension of any such facility, a copy of such executed agreement or amendment.

**Section 12. Term of Agreement.** This Agreement shall become effective on the date hereof and shall continue in full force and effect until the Maximum Maturity Date of the Series A Commercial Paper Notes, as defined in the Eighteenth Supplement, subject to the right of suspension and termination as provided herein. This Agreement may be terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Dealer has been appointed by the University System and such appointment has been accepted by such successor, and (b) notice has been given to the Holders of the Series A Commercial Paper Notes, the Issuing and Paying Agent and any rating agency then issuing a rating on the Series A Commercial Paper Notes of the appointment of the successor Dealer. If the sixty (60) day notice period expires and no successor has been appointed, the Dealer, at the expense of the University System, has the right to petition a court of competent jurisdiction to appoint a successor under this Agreement. Further, the Dealer and the University System agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Series A Commercial Paper Notes.

**Section 13. Dealing in Series A Commercial Paper Notes by the Dealer; No Obligation to Purchase Series A Commercial Paper Notes.** (a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Series A Commercial Paper Notes, including, without limitation, any Series A Commercial Paper Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the University System and may act as depository, account party, or agent for any committee or body of owners of the Series A Commercial Paper Notes or other obligations of the University System as freely as if it did not act in any capacity hereunder.



(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the Series A Commercial Paper Notes or to obligate the Dealer to purchase any Series A Commercial Paper Notes for its own account at any time.

**Section 14. Miscellaneous.** (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Dealer:

Morgan Stanley & Co. LLC  
1585 Broadway, 2nd Floor  
New York, New York 10036  
Attention: Municipal Short Term Products  
Telephone: (212) 761-9093  
Fax: (212) 507-2103  
E-Mail: short-term-notice@morganstanley.com

The University System:

Board of Regents, Texas State University System  
Thomas J. Rusk Building  
208 East 10th Street, Suite 600  
Austin, Texas 78701-2407  
Attention: Vice Chancellor for Finance  
Telephone: (512) 463-1887  
Fax: (512) 463-1816  
E-Mail: roland.smith@tsus.edu

The Issuing and Paying Agent:

U.S. Bank National Association  
100 Wall Street, Suite 1600  
New York, New York 10005  
Attention: Corporate Trust Services  
Telephone: (212) 951-8512  
Fax: (212) 361-6153  
E-Mail: mmi.processing@usbank.com

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall

not include any purchaser of any of the Series A Commercial Paper Notes merely because of such purchase. No owner of the Series A Commercial Paper Notes or other third party shall have any rights or privileges hereunder.

(c) All of the representations and warranties of the University System and the Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Dealer or the University System, (ii) the offering and sale of and any payment for any Series A Commercial Paper Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except that the duties and obligations of the Dealer shall be governed by the laws of the State of New York. Each party hereto irrevocably waives, if and to the extent permitted by applicable law, any and all right to a trial by jury in any action, suit or legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

(h) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**Section 15. Relationship of Parties.** The University System acknowledges and agrees that (i) the offer and sale of the Series A Commercial Paper Notes pursuant to this Agreement is an arm's length commercial transaction between the University System and the Dealer, (ii) in connection with such transaction, the Dealer is acting solely as a principal and not as a fiduciary of the University System, (iii) the Dealer is not acting as a Municipal Advisor (as defined in Section 17B of the Securities Exchange Act of 1934, as amended), (iv) the Dealer has not assumed a fiduciary responsibility in favor of the University System with respect to the offer or sale of the Series A Commercial Paper Notes or the process leading thereto (whether the Dealer, or any affiliate of the Dealer, has advised or is currently advising the University System on other matters) or any obligation to the University System except the obligations expressly set forth in this Agreement, (v) the Dealer has financial and other interests that differ from those of the University System, and (vi) the University System has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offer and sale of the Series A Commercial Paper Notes.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**BOARD OF REGENTS, TEXAS STATE  
UNIVERSITY SYSTEM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**MORGAN STANLEY & CO. LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**APPENDIX A**

**CERTIFICATE OF AUTHORIZED REPRESENTATIVES**

We are the officers acting on behalf of the Board of Regents, Texas State University System (the "University System") as specified below. We are duly authorized pursuant to the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement") to act severally as an Authorized Representative (as defined in the Eighteenth Supplement) in connection with the issuance, from time to time, by the University System of commercial paper notes (the "Series A Commercial Paper Notes") in accordance with the Eighteenth Supplement. The specimen signature of each Authorized Representative is set forth beside their respective names.

<u>Authorized Representatives</u>	<u>Title</u>	<u>Specimen Signature</u>
Brian McCall	Chancellor	_____
Roland Smith	Vice Chancellor For Finance	_____
Claire Jackson	Associate Vice Chancellor for Finance	_____

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notary Seal)

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**DEALER AGREEMENT**

Between

**BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM**

and

**LOOP CAPITAL MARKETS, LLC**

Dated \_\_\_\_\_, 2014

Relating to

Board of Regents, Texas State University System  
Commercial Paper Notes, Series A

This Dealer Agreement, dated \_\_\_\_\_, 2014 (the "Agreement"), is between the BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "University System") and LOOP CAPITAL MARKETS, LLC (the "Dealer"). For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **Section 1. Background and Definitions.**

(a) The University System has authorized the issuance and reissuance from time-to-time of its tax-exempt or taxable commercial paper notes (the "Series A Commercial Paper Notes") in the aggregate principal amount not to exceed \$240,000,000 outstanding at any time.

(b) The University System originally authorized the issuance of the Series A Commercial Paper Notes pursuant to its "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement").

(c) The Eighteenth Supplement provides for the appointment of commercial paper dealers to perform certain duties, including the offering and sale from time-to-time of the Series A Commercial Paper Notes on behalf of the University System.

(d) The Dealer has agreed to accept the duties and responsibilities under this Agreement with respect to Series A Commercial Paper Notes under the Eighteenth Supplement and this Agreement.

(e) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Eighteenth Supplement or in the Issuing and Paying Agent Agreement between the University System and U.S. Bank Trust National Association dated as of \_\_\_\_\_, 2014 (the "Issuing and Paying Agent Agreement").

(f) All references to time in this Agreement shall refer to prevailing time in New York, New York.

### **Section 2. Appointment of Dealer.**

(a) Subject to the terms and conditions contained herein, the University System hereby appoints Loop Capital Markets, LLC as a Dealer for the Series A Commercial Paper Notes, and Loop Capital Markets, LLC hereby accepts such appointment.

(b) The Dealer shall act as non-exclusive Dealer with respect to the Series A Commercial Paper Notes. The Dealer acknowledges that the University System may enter into agreements with other dealers in connection with the offering and sale of the Series A Commercial Paper Notes on behalf of the University System as set forth in the Eighteenth Supplement.

### **Section 3. Responsibilities of Dealer.**

(a) Subject to the terms and conditions set forth in this Agreement, the Dealer agrees to perform the duties and responsibilities set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal, except as expressly provided in this Agreement. The Dealer shall use its best efforts to solicit and arrange sales of the Series A Commercial Paper Notes on behalf of the University System at such rates and maturities as may prevail from time to time in the market. The Dealer and the University System agree that any Series A Commercial Paper Notes which the Dealer may arrange the sale of or which, in the Dealer's sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Eighteenth Supplement, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Eighteenth Supplement or the Issuing and Paying Agent Agreement, the provisions of the Eighteenth Supplement and the Issuing and Paying Agent Agreement shall be controlling.

(b) Notwithstanding anything to the contrary contained herein, the Dealer:

(i) will suspend its efforts with respect to the offer or sale of the Series A Commercial Paper Notes on behalf of the University System upon the receipt of notice of the occurrence of an Event of Default under the Series A Commercial Paper Notes, the Eighteenth Supplement, or the Issuing and Paying Agent Agreement; and

(ii) may, in its sole discretion which shall not be unreasonable or arbitrarily exercised, suspend its efforts with respect to the offer or sale of the Series A Commercial Paper Notes on behalf of the University System immediately upon the occurrence of any of the following events, which suspension will continue so long as such event continues to exist as to the Series A Commercial Paper Notes (the Dealer agrees to give notice of its suspension of efforts promptly after such suspension occurs):

(1) suspension or material limitation in trading in securities generally on the New York Stock Exchange;

(2) a general moratorium on commercial banking or securities settlement or clearance services in New York is declared by either federal or New York State authorities;

(3) the engagement by the United States in hostilities if the effect of such engagement, in the Dealer's reasonable judgment, makes it impractical or inadvisable to proceed with the solicitation of offers to purchase the Series A Commercial Paper Notes;

(4) legislation shall be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction



of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Series A Commercial Paper Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Series A Commercial Paper Notes, as contemplated hereby;

(5) any event shall occur or information shall become known, which makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the Dealer by the University System in connection with the performance of its duties hereunder, whether provided pursuant to Section 8 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority shall impose, as to the Series A Commercial Paper Notes, or obligations of the general character of the Series A Commercial Paper Notes, any material restrictions not now in force, or increase materially those now in force;

(7) any of the representations and warranties of the University System made in this Agreement shall not have been true and correct;

(8) the University System fails to observe any of the covenants or agreements made in this Agreement or if the Eighteenth Supplement or the Issuing and Paying Agent Agreement is no longer in full force and effect;

(9) any of the rating agencies then rating the Series A Commercial Paper Notes shall either (i) downgrade the short-term ratings assigned to the Series A Commercial Paper Notes or (ii) suspend or withdraw the then current ratings assigned to the Series A Commercial Paper Notes;

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes occurs, the effect of which, in the Dealer's reasonable judgment, makes it impractical to market the Series A Commercial Paper Notes or to enforce contracts for the sale of the Series A Commercial Paper Notes; or

(11) trading of any securities of the University System shall have been suspended on any exchange or in any over-the-counter market;

(12) any material adverse change in the financial markets generally which is, in the reasonable judgment of the Dealer, so material

and adverse as to make it impracticable or inadvisable to proceed with the offering or sale of the Series A Commercial Paper Notes; or

(13) (i) legislation shall have been enacted by the Congress of the United States (the "Congress"), introduced in the Congress or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury (the "Treasury Department") or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration or passed by either House of Congress, (ii) a decision shall have been rendered by a court of the United States or the United States Tax Court, or (iii) an order, ruling or communication (including a press release) shall have been issued by the Treasury Department or other agency with competent jurisdiction, in each case with respect to federal taxation upon revenues or other income derived by the University System or any similar body, or upon interest received on obligations of the general character of the Tax-Exempt Commercial Paper Notes, that in the judgment of the Dealer materially adversely affects the market for the Tax-Exempt Commercial Paper Note.

**Section 4. Transactions in Series A Commercial Paper Notes.** All transactions in Series A Commercial Paper Notes between the Dealer and the University System shall be in accordance with the Eighteenth Supplement, the Issuing and Paying Agent Agreement, this Agreement and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Eighteenth Supplement. As early as possible, but not later than 2:30 p.m. on the day on which any Series A Commercial Paper Note is to be issued, the Dealer shall notify the University System of the proposed final maturities, prices and interest rates (which interest rates shall not exceed the Maximum Interest Rate as defined in the Eighteenth Supplement), and provide the University System with any other information as required for delivery of such Series A Commercial Paper Notes. Except as described below, the Dealer shall not be obligated to purchase or cause the purchase of any Series A Commercial Paper Notes unless and until agreement has been reached in each case on the foregoing points and the Dealer has agreed to such purchase. Not later than 2:30 p.m. on the date of each transaction the Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the University System and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Series A Commercial Paper Notes and the amount of Series A Commercial Paper Notes which the Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the University System) and in writing to the University System and the Issuing and Paying Agent pursuant to the requirements of Section 14(a) hereof.

**Section 5. Payment for Series A Commercial Paper Notes.** The Dealer shall pay for the Series A Commercial Paper Notes sold by the Dealer (or purchased by the Dealer for its own account) in immediately available funds by 2:00 p.m. on the Business Day such Series A

Commercial Paper Notes are delivered to the Dealer (provided that such Series A Commercial Paper Notes are so delivered to the Dealer by 12:30 p.m. on such Business Day). All Tax Exempt Commercial Paper Notes will be sold at par, while Taxable Commercial Paper Notes may be sold at par or at a discount, and each Series A Commercial Paper Note will be evidenced either by (i) a global Master Series A Commercial Paper Note immobilized with The Depository Trust Company of New York or (ii) Series A Commercial Paper Notes in the form attached to the Eighteenth Supplement.

**Section 6. Authorized Representative.** Series A Commercial Paper Note transactions with the University System, pursuant to Section 4 hereof, shall be with any one of the officers or employees of the University System who are designated as an Authorized Representative by certificate signed by the Authorized Representative. The initial written designation of the Authorized Representatives is appended hereto as Appendix A. By approving this Agreement, the Board of Regents approves the designation of the individuals named in Appendix A to act as Authorized Representatives for all purposes under the Eighteenth Supplement. The University System agrees to provide the Dealer with revised written designations in the form of Appendix A when and as required by changes in the Authorized Representatives. The Dealer may rely upon such designation unless and until otherwise notified in writing by the University System.

**Section 7. Resignation and Removal of Dealer.** The Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the University System and the Issuing and Paying Agent with sixty (60) days' prior written notice or, if earlier, on the date that a replacement Dealer has been appointed by the University System if the University System in its sole discretion elects to appoint a replacement Dealer. The Dealer may be removed at any time, at the direction of the University System upon seven (7) days' prior written notice to the Dealer and the Issuing and Paying Agent. The Dealer shall assign and deliver this Agreement to its successor if requested by the University System.

**Section 8. Furnishing of Disclosure Materials.**

(a) Prior to the first issuance of Series A Commercial Paper Notes under the Eighteenth Supplement, the University System agrees to furnish the Dealer with as many copies as the Dealer may reasonably request of the offering memorandum of the University System relating to the Series A Commercial Paper Notes (the "Offering Memorandum"), and such other information with respect to the University System and the Series A Commercial Paper Notes as the Dealer shall reasonably request from time to time.

(b) The University System agrees to cooperate with the Dealer in the preparation from time-to-time of a new Offering Memorandum of the University System for the Series A Commercial Paper Notes in the event the Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the University System of the Series A Commercial Paper Notes, and to furnish or to cause to be furnished to the Dealer as many copies of such new Offering Memorandum as the Dealer shall request.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to either party that might affect the correctness or completeness of any

statement of a material fact contained in the then current Offering Memorandum, such party shall promptly notify the other in writing of the circumstances and details of such event. The University System agrees to promptly furnish to the Dealer a copy of each filing or notice made to anyone (whether in connection with the Series A Commercial Paper Notes or not) pursuant to any undertaking or other agreement of the University System made under any provision of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

**Section 9. Indemnification and Contribution.** To the extent permitted by Texas law, the University System agrees to indemnify the Dealer and to hold the Dealer harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of, or based upon, any allegation that any of the information provided by the University System to the Dealer pursuant to this Agreement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein not misleading in light of circumstances under which they were made.

**Section 10. Fees and Expenses.** In addition to any fees paid by the University System in connection with the creation of the commercial paper program pursuant to which the Series A Commercial Paper Notes shall be issued, as compensation to the Dealer hereunder, the University System agrees to pay to the Dealer during each calendar year a fee equal to 0.10% times the principal amount of the Series A Commercial Paper Notes Outstanding, times the number of days such Series A Commercial Paper Notes shall be Outstanding, divided by 365 or 366 days (as appropriate), payable quarterly (for quarters ending March 31, June 30, September 30 and December 31, commencing with the quarter ending \_\_\_\_\_, 2014) in arrears on the first day of each January, April, July and October.

**Section 11. Representations, Warranties, Covenants and Agreements of the University System.** The University System, by its acceptance hereof, represents, warrants, covenants, and agrees with the Dealer that:

(a) it is a state agency and institution of higher education created and functioning under the Constitution and laws of the State of Texas;

(b) it has full power and authority to take all actions required or permitted to be taken by the University System by or under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the University System is a party;

(c) it has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize (i) the execution, delivery and performance of this Agreement, the Eighteenth Supplement and any other instrument or agreement to which the University System is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the current Offering Memorandum;

(d) it will provide the Dealer at its address set forth below, within 190 days of the end of each fiscal year, a copy of its annual audited financial statements for that fiscal year;

(e) it will promptly notify the Dealer by electronic means, if possible, and, if not possible, by other communication made in writing, of any material adverse changes that may affect the offering and sale on behalf of the University System of the Series A Commercial Paper Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an Event of Default under the Series A Commercial Paper Notes, the Eighteenth Supplement or the Issuing and Paying Agent Agreement;

(f) Offering Memoranda and supplements, amendments and updates to any thereof, furnished by the University System and used by the Dealer (including amendments, supplements and replacements thereof), until such time as they shall have been subsequently amended, updated or replaced, shall not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.; and

(g) it will provide to the Dealer within two (2) Business Days of the execution of any credit or liquidity facility agreement related to the Series A Commercial Paper Notes or amendment thereto including any extension of any such facility, a copy of such executed agreement or amendment.

**Section 12. Term of Agreement.** This Agreement shall become effective on the date hereof and shall continue in full force and effect until the Maximum Maturity Date of the Series A Commercial Paper Notes, as defined in the Eighteenth Supplement, subject to the right of suspension and termination as provided herein. This Agreement may be terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Dealer has been appointed by the University System and such appointment has been accepted by such successor, and (b) notice has been given to the Holders of the Series A Commercial Paper Notes, the Issuing and Paying Agent and any rating agency then issuing a rating on the Series A Commercial Paper Notes of the appointment of the successor Dealer. If the sixty (60) day notice period expires and no successor has been appointed, the Dealer, at the expense of the University System, has the right to petition a court of competent jurisdiction to appoint a successor under this Agreement. Further, the Dealer and the University System agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Series A Commercial Paper Notes.

**Section 13. Dealing in Series A Commercial Paper Notes by the Dealer; No Obligation to Purchase Series A Commercial Paper Notes.** (a) The Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Series A Commercial Paper Notes, including, without limitation, any Series A Commercial Paper Notes offered and sold by the Dealer pursuant to this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the University System and may act as depository, account party, or agent for any committee or body of owners of the Series A Commercial Paper Notes or other obligations of the University System as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the Series A Commercial Paper Notes or to obligate the Dealer to purchase any Series A Commercial Paper Notes for its own account at any time.

**Section 14. Miscellaneous.** (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The Dealer:

Loop Capital Markets, LLC

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

The University System:

Board of Regents, Texas State University System

Thomas J. Rusk Building

208 East 10th Street, Suite 600

Austin, Texas 78701-2407

Attention: Vice Chancellor for Finance

Telephone: (512) 463-1887

Fax: (512) 463-1816

E-Mail: roland.smith@tsus.edu

The Issuing and Paying Agent:

U.S. Bank National Association

100 Wall Street, Suite 1600

New York, New York 10005

Attention: Corporate Trust Services

Telephone: (212) 951-8512

Fax: (212) 361-6153

E-Mail: mmi.processing@usbank.com

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms "successors" and "assigns" shall

not include any purchaser of any of the Series A Commercial Paper Notes merely because of such purchase. No owner of the Series A Commercial Paper Notes or other third party shall have any rights or privileges hereunder.

(c) All of the representations and warranties of the University System and the Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Dealer or the University System, (ii) the offering and sale of and any payment for any Series A Commercial Paper Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(d) This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties.

(e) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except that the duties and obligations of the Dealer shall be governed by the laws of the State of New York. Each party hereto irrevocably waives, if and to the extent permitted by applicable law, any and all right to a trial by jury in any action, suit or legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

(h) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**Section 15. Relationship of Parties.** The University System acknowledges and agrees that (i) the offer and sale of the Series A Commercial Paper Notes pursuant to this Agreement is an arm's length commercial transaction between the University System and the Dealer, (ii) in connection with such transaction, the Dealer is acting solely as a principal and not as a fiduciary of the University System, (iii) the Dealer is not acting as a Municipal Advisor (as defined in Section 17B of the Securities Exchange Act of 1934, as amended), (iv) the Dealer has not assumed a fiduciary responsibility in favor of the University System with respect to the offer or sale of the Series A Commercial Paper Notes or the process leading thereto (whether the Dealer, or any affiliate of the Dealer, has advised or is currently advising the University System on other matters) or any obligation to the University System except the obligations expressly set forth in this Agreement, (v) the Dealer has financial and other interests that differ from those of the University System, and (vi) the University System has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offer and sale of the Series A Commercial Paper Notes.

*[Remainder of page intentionally left blank. Signature page follows.]*



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**BOARD OF REGENTS, TEXAS STATE  
UNIVERSITY SYSTEM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**LOOP CAPITAL MARKETS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**APPENDIX A**

**CERTIFICATE OF AUTHORIZED REPRESENTATIVES**

We are the officers acting on behalf of the Board of Regents, Texas State University System (the "University System") as specified below. We are duly authorized pursuant to the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement") to act severally as an Authorized Representative (as defined in the Eighteenth Supplement) in connection with the issuance, from time to time, by the University System of commercial paper notes (the "Series A Commercial Paper Notes") in accordance with the Eighteenth Supplement. The specimen signature of each Authorized Representative is set forth beside their respective names.

<u>Authorized Representatives</u>	<u>Title</u>	<u>Specimen Signature</u>
Brian McCall	Chancellor	_____
Roland Smith	Vice Chancellor For Finance	_____
Claire Jackson	Associate Vice Chancellor for Finance	_____

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notary Seal)

## ISSUING AND PAYING AGENT AGREEMENT

This Issuing and Paying Agent Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2014, between the Board of Regents, Texas State University System (the "Board"), a state agency and institution of higher education organized and existing under the Constitution and laws of the State of Texas, and U.S. Bank National Association (the "Issuing and Paying Agent"), a national banking association organized and existing under the laws of the United States. All capitalized terms used but not otherwise defined herein shall have the meanings specified in the Eighteenth Supplement (as hereinafter defined).

**1. Appointment.** The University System has appointed U.S. Bank National Association as the Issuing and Paying Agent hereunder, and U.S. Bank National Association hereby accepts such appointment as the Issuing and Paying Agent in connection with the issuance and payment of up to \$240,000,000 aggregate principal amount of "Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Series A" (the "Series A Commercial Paper Notes") pursuant to the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998 as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008 (collectively, the "Master Resolution") and the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement"), providing for the issuance of the Series A Commercial Paper Notes. Such Series A Commercial Paper Notes are to be initially issued in book-entry form only and are to be initially evidenced by a Master Series A Commercial Paper Note for the Taxable Commercial Paper Notes and a Master Series A Commercial Paper Note for the Tax-Exempt Commercial Paper Notes (collectively, the "Master Series A Commercial Paper Notes"), in the form attached to the Eighteenth Supplement.

The Issuing and Paying Agent agrees to observe and perform its duties and obligations hereunder and under the Eighteenth Supplement. Without limiting the generality of the foregoing, the Issuing and Paying Agent shall establish and maintain the Series A Commercial Paper Notes and all required accounts and subaccounts required by the Eighteenth Supplement. The Issuing and Paying Agent agrees to provide to the University System a monthly report on the first business day of each month, which report shall set forth such information regarding the authentication and issuance of Series A Commercial Paper Notes during the prior month, as the University System and the Issuing and Paying Agent shall have agreed upon.

The Issuing and Paying Agent agrees to keep such books and records, including, without limitation, a complete record of all Issuance Requests, as shall be consistent with industry practice and as may reasonably be requested by the University System, and to make such books and records available for inspection by the University System, such books and records to be available on each business day during reasonable business hours, and, if so requested, to send copies of such books and records to the University System, as applicable.

**2. Certificate Agreement.** The Issuing and Paying Agent acknowledges that (i) it has previously entered into a commercial paper certificate agreement (the "Certificate Agreement") a

copy of which is appended hereto as Exhibit A with The Depository Trust Company, New York, New York ("DTC"), and (ii) the continuation in effect of the Certificate Agreement is a necessary prerequisite to the Issuing and Paying Agent's providing services related to the issuance and payment of the Series A Commercial Paper Notes while the Series A Commercial Paper Notes are in book-entry only form and DTC is the Depository.

**3. Letter of Representations; Eighteenth Supplement; Designated Authorized Representatives.** Prior to the issuance of any Series A Commercial Paper Notes, the University System shall deliver to the Issuing and Paying Agent an executed Letter of Representations (the "Letter of Representations"), a copy of which is attached hereto as Exhibit B. The Letter of Representations, when executed by the University System, the Issuing and Paying Agent and DTC, shall supplement the provisions of this Agreement, and the University System and the Issuing and Paying Agent shall be bound by the provisions of the Letter of Representations, to the extent not inconsistent with the provisions of the Eighteenth Supplement.

The University System has delivered to the Issuing and Paying Agent (a) certified copies of the Master Resolution and the Eighteenth Supplement and (b) a certified original Certificate of Authorized Representatives (the "Certificate of Authorized Representatives") setting forth the Authorized Representatives, containing the name, title and true signature of those officers of the University System designated by the University System as an Authorized Representative pursuant to the Eighteenth Supplement, to take action with respect to the Series A Commercial Paper Notes, which certificate is attached hereto as Exhibit C. By approving this Agreement, the Board approves the designation of the individuals named in the Certificate of Authorized Representatives to act as Authorized Representatives for all purposes under the Eighteenth Supplement. The University System agrees to provide the Issuing and Paying Agent with a revised Certificate of Authorized Representatives when there are changes in the Authorized Representatives. Until the Issuing and Paying Agent receives any subsequent Certificate of Authorized Representatives, the Issuing and Paying Agent shall be entitled to rely on the last Certificate of Authorized Representatives delivered to it for the purpose of determining the Authorized Representatives.

**4. Master Series A Commercial Paper Note.** Prior to the issuance of any Series A Commercial Paper Notes, the University System shall deliver to the Issuing and Paying Agent the Master Series A Commercial Paper Notes evidencing the Series A Commercial Paper Notes. Such Master Series A Commercial Paper Notes shall be duly executed, specify the date of issuance, the series of Series A Commercial Paper Notes, and be registered in the name of Cede & Co., as nominee of DTC, all as provided in the Eighteenth Supplement.

**5. Issuance Requests.** Issuance Requests shall be in the form attached hereto as Exhibit D. Issuance Requests may be delivered by an Authorized Representative through an electronic instruction and reporting communication service offered by either the Dealer or the Issuing and Paying Agent pursuant to Section 10 hereof, in each case received by the Issuing and Paying Agent at the address specified in Section 17 hereof prior to 2:00 p.m. (New York, New York time) on the day on which such Issuance Request is to be operative.

If the Issuing and Paying Agent, at its option, acts upon an Issuance Request received after 2:00 p.m. (New York, New York time) on the day on which the Issuance Request is to be operative, the University System understands and agrees that (a) such Issuance Request shall be acted upon on a best efforts basis, and (b) the Issuing and Paying Agent makes no representation or warranty that the issuance and delivery of any Series A Commercial Paper Note pursuant to such Issuance Request

shall be completed prior to the close of business on such date.

Any Issuance Request given by telephone shall be confirmed to the Issuing and Paying Agent in writing, either by regular mail (upon receipt), electronic transmission or facsimile, by an Authorized Representative prior to 2:00 p.m. (New York, New York time) in the form of Exhibit D hereto on the day on which such Issuance Request is to be operative.

**6. Issuance.** The Issuing and Paying Agent's duties and responsibilities in connection with the issuance of the Series A Commercial Paper Notes shall include:

a. holding the Master Series A Commercial Paper Notes in safekeeping and completing or causing to be completed, each Master Series A Commercial Paper Note as to amount, date, maturity date, interest rate and interest amount upon receipt of Issuance Requests in accordance with the Eighteenth Supplement;

b. (1) verifying that the aggregate principal amount of Series A Commercial Paper Notes described in each Issuance Request (together with the interest thereon), plus the aggregate principal amount of all Series A Commercial Paper Notes then outstanding (together with the interest thereon), less the aggregate principal amount of any of the then Outstanding Series A Commercial Paper Notes to be retired concurrently with the issuance of the Series A Commercial Paper Notes described in the Issuance Request (including interest thereon), does not exceed the maximum principal amount of the Series A Commercial Paper Notes authorized in section 2.01 of the Eighteenth Supplement to be outstanding at any one time (the "Authorized Amount"), and (2) assigning to each Issuance Request received from the University System a CUSIP number;

c. causing to be delivered an Series A Commercial Paper Note on behalf of the University System upon receipt of instructions from an Authorized Representative, as to the series, principal amount, registered owner, Issue Date, Original Maturity Date, Extended Maturity Date, Original Rate and Extended Rate by way of data entry transfer to the DTC MMI Same Day Funds Settlement System ("SDFS"), and to receive from SDFS a confirmation receipt that such delivery was effected; and

d. holding the amounts on deposit in the appropriate funds and accounts established pursuant to the Eighteenth Supplement separate from all other funds, accounts and subaccounts of the Issuing and Paying Agent, and applying such amounts in accordance with the terms hereof and of the Eighteenth Supplement.

The Issuing and Paying Agent shall have no duty or responsibility to make any transfer of the proceeds of the sale of the Series A Commercial Paper Notes, or to advance any moneys or effect any credit with respect to such proceeds or transfers unless and until the Issuing and Paying Agent has actually received the proceeds of the sale of the Series A Commercial Paper Notes.

**7. Payment.** The Issuing and Paying Agent's duties and responsibilities in connection with the payment of the Series A Commercial Paper Notes shall include:

a. upon presentment at maturity of an Series A Commercial Paper Note, or prior redemption of an Series A Commercial Paper Note that has been extended to its Extended Maturity Date, paying the principal of and interest on the Series A Commercial Paper Note to

the Owner thereof;

b. crediting amounts received from the University System for the payment of the principal of or interest on the Series A Commercial Paper Notes to the related Series subaccount of the Note Payment Fund; and

c. keeping amounts on deposit in the Note Payment Fund separate from all other funds, accounts and subaccounts of the Issuing and Paying Agent, and utilizing such amounts in accordance with the terms hereof and of the Eighteenth Supplement.

The Issuing and Paying Agent shall have no obligation to pay amounts due on the Series A Commercial Paper Notes at their Original Maturity Date or Extended Maturity Date, as applicable, other than from funds received by the Issuing and Paying Agent from, or for the account of, the University System, from the proceeds of Series A Commercial Paper Notes or refunding bonds issued in accordance with procedures established by the Master Resolution and a supplement to the Master Resolution.

**8. Reserved.**

**9. Notice.** The Issuing and Paying Agent's duties and responsibilities in connection with providing notification of certain matters described in the Eighteenth Supplement shall include:

a. notification by 5:00 p.m. (New York, New York time) one Business Day prior to the Original Maturity Date and any Extended Maturity Date, if applicable, of any Series A Commercial Paper Notes to the University System of the total amount due with respect to such maturing Series A Commercial Paper Notes;

b. notification by 3:00 p.m. (New York, New York time) on the Original Maturity Date and any Extended Maturity Date of any Series A Commercial Paper Notes to the University System, if the proceeds of Series A Commercial Paper Notes to be issued on such date, are insufficient to repay the maturity of such Series A Commercial Paper Notes on the Original Maturity Date, which notification shall specify the amount of the deficiency;

c. monthly notification to the University System on the first Business Day of each month stating the amount of interest payable on Series A Commercial Paper Notes during the prior month; and

d. any notification to be provided by the Issuing and Paying Agent as specified in the Eighteenth Supplement.

**10. Operating System.** Issuance Requests may be delivered by an Authorized Representative through either the Dealer's or the Issuing and Paying Agent's commercial paper electronic instruction and reporting communication service (each a "System," and collectively the "Systems"). Electronic instructions must be transmitted in accordance with the procedures furnished by either the Dealer or the Issuing and Paying Agent, as applicable, to the University System in connection with the Systems. These transmissions shall be the equivalent to the giving of a written Issuance Request to the Issuing and Paying Agent. If either System is inoperable at any time, an Authorized Representative may deliver written, telephone or facsimile instructions to the Issuing and Paying Agent, which instructions shall be verified in accordance with any security procedures agreed

upon by the parties.

**11. Representations of the University System.**

a. The University System represents to the Issuing and Paying Agent that this Agreement and the Series A Commercial Paper Notes have been duly authorized, and that this Agreement, when executed, and the Series A Commercial Paper Notes, when issued in accordance with the Issuance Requests and the Eighteenth Supplement, will be valid and enforceable special obligations of the University System according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable or general principles of equity which permit the exercise of judicial discretion.

b. The University System represents to the Issuing and Paying Agent that each Series A Commercial Paper Note issued under this Agreement will be exempt from registration under the Securities Act of 1933, as amended.

Each Issuance Request to issue Series A Commercial Paper Notes under this Agreement and the Eighteenth Supplement shall be deemed a representation by the University System as of the date thereof that such issuance conforms in all respects to the requirements of the Eighteenth Supplement and this Agreement, and that the representations herein are true and correct as if made on and as of such date.

**12. Additional Information.** Upon the reasonable request of the University System given at any time and from time to time, the Issuing and Paying Agent agrees promptly to provide the University System with information with respect to the Series A Commercial Paper Notes, issued and paid hereunder. Such request shall be in written form and shall include the principal amount, date of issue, maturity date, interest rate and amount of interest, as applicable, of each Series A Commercial Paper Note which has been issued or paid by the Issuing and Paying Agent, and for which the request is being made.

**13. Compensation.** The University System agrees to pay compensation for the Issuing and Paying Agent's services pursuant to this Agreement in accordance with the Issuing and Paying Agent's fee schedule, as amended from time to time, and to reimburse the Issuing and Paying Agent for related disbursements (including the reasonable fees and expenses of counsel). The University System shall also reimburse the Issuing and Paying Agent for any fees and charges imposed by the Depository with respect to Series A Commercial Paper Notes issued in book-entry form.

**14. Liability.** The University System agrees that the Issuing and Paying Agent shall not be liable for any losses, damages, liabilities or costs suffered or incurred by the University System or the Issuing and Paying Agent as a result of (a) the Issuing and Paying Agent's having duly executed Issuance Requests in good faith in accordance therewith and with the Eighteenth Supplement and this Agreement, except to the extent, if any, that such execution constitutes negligence by the Issuing and Paying Agent; (b) the Issuing and Paying Agent's improperly executing or failing to execute any Issuance Requests because of any material error contained in information provided by the University System to the Issuing and Paying Agent for the purpose of preparing such Issuance Request, failure

of communications media or any other circumstances beyond the Issuing and Paying Agent's control; (c) the actions or inactions of DTC or any broker, dealer, consignee or agent not selected by the Issuing and Paying Agent; or (d) any other acts or omissions of the Issuing and Paying Agent (or of any of its agents, directors, officers, employees or correspondents) relating to this Agreement or the transactions or activities contemplated hereby, except to the extent, if any, that such other acts or omissions constitute negligence or willful misconduct by the Issuing and Paying Agent. This Section shall survive any termination of this Agreement, the issuance and payment of any Series A Commercial Paper Notes and the resignation or removal of the Issuing and Paying Agent.

**15. Indemnity.** To the extent permitted by Texas law, the University System agrees to indemnify and hold the Issuing and Paying Agent, its employees and any of its officers and agents harmless from and against, and the Issuing and Paying Agent shall not be liable for, any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of, or based upon the performance of the Issuing and Paying Agent's duties under this Agreement; provided, however, that the University System shall not be liable to indemnify or pay the Issuing and Paying Agent or any of its officers or employees with respect to any loss, liability, action, suit, judgment, demand, damage, cost or expense that results from or is attributable to the Issuing and Paying Agent's negligence or willful misconduct or that of its officers or employees. The provisions of this Section shall survive (i) the Issuing and Paying Agent's resignation or removal hereunder and (ii) the termination of this Agreement.

**16. Termination.** Subject to the terms of the Eighteenth Supplement, either the Issuing and Paying Agent or the University System may terminate this Agreement at any time, upon not less than sixty (60) days' prior written notice in the case of the Issuing and Paying Agent, and upon written notice in the case of the University System, to the other. No such termination shall affect the rights and obligations of the University System and the Issuing and Paying Agent which have accrued under this Agreement prior to termination. No termination can occur prior to a substitute Issuing and Paying Agent being appointed by the University System and assuming its duties under the Eighteenth Supplement. If no substitute Issuing and Paying Agent has been appointed at the end of the sixty (60) day period, then the Issuing and Paying Agent may petition a court of competent jurisdiction to make such appointment.

**17. Addresses.** Issuance Requests hereunder shall be (a) mailed, (b) telephoned, (c) transmitted by facsimile device, or (d) transmitted electronically to the Issuing and Paying Agent at the address, telephone number or facsimile number specified below, and shall be deemed delivered upon receipt by the Issuing and Paying Agent at the address, telephone number and/or facsimile number specified below.

All notices, requests, demands and other communications hereunder (excluding Issuance Requests) shall be in writing and shall be deemed to have been duly given (a) upon delivery by hand (against receipt), (b) by facsimile, or (c) three days after such notice, request, demand or other communication is delivered to a United States Post Office certified mail (against receipt) or by regular mail (upon receipt) to the party and at the address set forth below or at such other address as a party may designate by written notice:

If to the University System:

Board of Regents, Texas State University System  
Thomas J. Rusk Building



208 East 10th Street, Suite 600  
Austin, Texas 78701-2407  
Attention: Vice Chancellor for Finance  
Telephone: (512) 463-1887  
Fax: (512) 463-1816  
E-Mail: roland.smith@tsus.edu

If to the Issuing and Paying Agent:

U.S. Bank National Association  
100 Wall Street, Suite 1600  
New York, New York 10005  
Attention: Corporate Trust Services  
Telephone: (212) 951-8512  
Fax: (212) 361-6153  
E-Mail: mmi.processing@usbank.com

**18. Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas.

**19. Assignment, Modification and Amendment; Issuing and Paying Agent's Successor in Interest.** This Agreement may not be assigned by either the University System or the Issuing and Paying Agent, and may not be modified, amended or supplemented except by a writing or writings duly executed by an Authorized Representative and the Issuing and Paying Agent. Any corporation or national banking association into which the Issuing and Paying Agent may be merged or converted, or with which it may be consolidated, or any corporation or national banking association resulting from any merger, consolidation or conversion to which the Issuing and Paying Agent shall be a party, or any corporation or national banking association succeeding to the corporate trust business of the Issuing and Paying Agent, shall be the successor of the Issuing and Paying Agent if such successor corporation or national banking association is otherwise eligible, without the execution or filing of any document or the undertaking of any further act on the part of the Issuing and Paying Agent or such successor corporation or national banking association.

**20. Complete Agreement.** This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations, statements, promises, inducements, negotiations and undertakings between the parties with respect to said subject matter are superseded hereby. In the event of any inconsistency between the provisions hereof and the Eighteenth Supplement, the provisions of the Eighteenth Supplement shall govern.

**21. Defined Terms.** Any capitalized terms not defined in this Agreement shall have the meaning assigned in the Eighteenth Supplement.

**22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**23. Section Headings.** Section headings in this Agreement are for convenience of

reference only, shall not constitute part of this Agreement and shall not be used to construe the meaning or intent of the provisions hereof.

**24. Waiver of Set-Off, Offset Lien or Counterclaims.** The Issuing and Paying Agent hereby waives to the fullest extent possible under applicable law any and all rights of set-off, offset, lien or counterclaim it may have with respect to any amounts held by it in the Note Payment Fund by reason of any claim it may have against the University System or any other person.

**25. Benefit of Agreement.** This Agreement is solely for the benefit of the parties hereto and the owners of the Series A Commercial Paper Notes, and no other person shall acquire or have any right under or by virtue hereof.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**BOARD OF REGENTS, TEXAS STATE UNIVERSITY  
SYSTEM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

**EXHIBIT A**

**Certificate Agreement**

**EXHIBIT B**

**DTC Letter of Representations**

**EXHIBIT C**

**Certificate of Authorized Representatives**

We are the officers and employees of the Texas State University System (the "University System") as specified below. We are duly authorized pursuant to the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement") and the Issuing and Paying Agent Agreement dated as of \_\_\_\_\_, 2014 between the University System and U.S. Bank National Association to act severally as an Authorized Representative (as defined in the Eighteenth Supplement) in connection with the issuance, from time to time, by the University System of commercial paper notes (the "Series A Commercial Paper Notes") in accordance with the Eighteenth Supplement. The specimen signature of each Authorized Representative is set forth beside their respective names.

<u>Authorized Representatives</u>	<u>Title</u>	<u>Specimen Signature</u>
Brian McCall	Chancellor	_____
Roland Smith	Vice Chancellor For Finance	_____
Claire Jackson	Associate Vice Chancellor for Finance	_____

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed above in my presence.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

(Notary Seal)

**EXHIBIT D**

**Form of Issuance Request**

Date

[Issuing and Paying Agent]

Re: Issuance Request for issuance and sale Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, [Tax-Exempt][Taxable]Series A

You are hereby requested, instructed and authorized to issue, authenticate and deliver Series A Commercial Paper Notes of the above referenced series in the principal amount(s) scheduled to mature and bearing interest upon receipt of the purchase price therefore from the identified purchaser(s), as shown in the attached Exhibit A hereto which is incorporated herein by reference and made a part of these instruction for all purposes. Terms capitalized but not otherwise defined hereon shall have the meaning ascribed to them in the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement").

Upon receipt of the proceeds of sale of the Series A Commercial Paper Notes, (net of all expenses and costs of sale and issuance), the undersigned certifies that the same should be deposited and disbursed as follows.

\$ \_\_\_\_ Deposit to the credit of the Note Payment Fund, Account No. \_\_\_\_ and apply the deposit as follows: (1) for payment and redemption or purchase of Outstanding Series A Commercial Paper Notes, the amount of \$ \_\_\_\_ . Any proceeds not deposited to the credit of the Note Payment Fund as provided in the preceding sentence shall be transferred and deposited to the Construction Account for payment of Project Costs as set forth below.

\$ \_\_\_\_ Wire transfer for deposit to the Construction Account: \_\_\_\_, for credit to the \_\_\_\_, the amount of \$ \_\_\_\_ for the purpose of financing Project Costs.

\$ \_\_\_\_ Principal amount of Series A Commercial Paper Notes Outstanding after this issuance.

Please forward debit and credit slips for each of the above transactions to the undersigned. The facts, estimates and reasonable expectations that are contained in Exhibit B to this instruction letter are incorporated herein and made a part of these instructions for all purposes. The undersigned, along with others is charged with responsibility for issuing the Series A Commercial Paper Notes.

**BOARD OF REGENTS, TEXAS STATE UNIVERSITY  
SYSTEM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Acting as an Authorized Representative

Cc: Mary Williams, First Southwest Company  
Richard Donoghue, McCall, Parkhurst & Horton L.L.P.

Receipt of the Issuance Request and  
Exhibits A and B thereto is hereby acknowledged:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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



EXHIBIT A TO ISSUANCE REQUEST  
SCHEDULE TO INSTRUCTION LETTER\*

Re: Issuance Request for issuance and sale of Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, [Tax-Exempt][Taxable]Series A

ISSUE DATE: \_\_\_\_\_

CUSIP NO.: \_\_\_\_\_  
Dealer(s): \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Purchase Price: \_\_\_\_\_  
Original Interest Rate: \_\_\_\_\_  
Original Maturity Date: \_\_\_\_\_  
Extended Maturity Date: \_\_\_\_\_  
Denomination: \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Tax-Exempt or Taxable: \_\_\_\_\_

\*Attach Direct Issuance Report

## EXHIBIT B TO ISSUANCE REQUEST

### INSTRUCTIONS OF AUTHORIZED REPRESENTATIVE

I, the undersigned Authorized Representative, hereby provide the following instructions, representations and certifications to [\_\_\_\_], as Issuing and Paying Agent for the "Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Tax-Exempt Series A" and "Board of Regents, Texas State University System Revenue Financing System Commercial Paper Notes, Taxable Series A" (collectively, the "Series A Commercial Paper Notes"), in connection with the issuance of such Series A Commercial Paper Notes on the date indicated below. Capitalized terms used in this certificate which are not defined herein have the meanings ascribed to them in the "Eighteenth Supplemental Resolution To The Master Resolution Establishing The Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing The Issuance Of Tax-Exempt And Taxable Commercial Paper Notes; And Approving And Authorizing Instruments And Procedures Relating Thereto" adopted on May 23, 2014 (the "Eighteenth Supplement") authorizing the issuance of the Series A Commercial Paper Notes.

1. All action on the part of the University System necessary for the valid issuance of the Series A Commercial Paper Notes now to be issued has been taken;
2. All provisions of State and federal law necessary for the valid issuance of this issuance of Series A Commercial Paper Notes have been complied with;
3. The Series A Commercial Paper Notes to be issued will be valid and enforceable special obligations of the University System according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium, sovereign immunity of political subdivisions and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable or general principles of equity which permit the exercise of judicial discretion;
4. After the issuance of the Series A Commercial Paper Notes and the application of the Proceeds thereof, the sum of the aggregate principal amount of Series A Commercial Paper Notes Outstanding will not exceed the Authorized Amount (as defined in the Issuing and Paying Agent Agreement);
5. To the University System's knowledge there has been no change in the facts, estimates, circumstances and representations of the University System set forth or made (as the case may be) in the Tax Certificate applicable to the Series A Commercial Paper Notes;<sup>1</sup>
6. The Extended Maturity Date of the Series A Commercial Paper Notes set forth in the Issuance Request does not extend beyond the Maximum Maturity Date;
7. The University System, has not been notified by Bond Counsel that its opinion with respect to the validity of the Series A Commercial Paper Notes and the tax treatment of the interest thereon has been revised or withdrawn or, if any such revision or withdrawal has occurred, the revised opinion or a substitute opinion acceptable to the Dealer has been delivered;<sup>1</sup>
8. To the actual knowledge of the University System, no Event of Default has occurred and is now continuing;
9. \$ \_\_\_\_\_ of Series A Commercial Paper Note Proceeds shall be deposited into the appropriate account of the Construction Account;
10. \$ \_\_\_\_\_ of Series A Commercial Paper Note Proceeds shall be deposited into the appropriate subaccount of the Note Payment Fund to pay interest currently due on maturing Series A Commercial Paper Notes; and
11. All of the conditions precedent to the issuance of such Series A Commercial Paper Notes set forth in

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<sup>1</sup> Delete for Taxable Commercial Paper Notes.

the Eighteenth Supplement have been satisfied.

Executed on \_\_\_\_\_, 20 \_\_\_\_.

BOARD OF REGENTS, TEXAS STATE UNIVERSITY  
SYSTEM

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Acting as an Authorized Representative

Date of issuance of Series A Commercial Paper Notes  
to which these instructions,  
representations and certifications  
relate: \_\_\_\_\_, 20 \_\_\_\_

**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION  
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,  
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM  
REFUNDING BONDS, IN ONE OR MORE SERIES; AND APPROVING AND  
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

**Adopted May 23, 2014**

**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION  
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,  
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM  
REFUNDING BONDS, IN ONE OR MORE SERIES; AND APPROVING AND  
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

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**NINETEENTH SUPPLEMENTAL RESOLUTION TO THE MASTER RESOLUTION  
AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF BOARD OF REGENTS,  
TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM  
REFUNDING BONDS; AND APPROVING AND AUTHORIZING INSTRUMENTS AND  
PROCEDURES RELATING THERETO**

**WHEREAS**, on August 13, 1998, the Board of Regents, Texas State University System adopted the *"Master Resolution Establishing The Texas State University System Revenue Financing System"* and on June 19, 2008 the Board adopted a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"); and

**WHEREAS**, unless otherwise defined herein, capitalized terms used herein shall have the meaning given in the Master Resolution; and

**WHEREAS**, the Master Resolution establishes the Revenue Financing System and pledges the Pledged Revenues to the payment of Parity Debt to be outstanding under the Master Resolution; and

**WHEREAS**, the Board has implemented the Revenue Financing System in order to establish a system of financing improvements for Members of the Financing System in a manner consistent with State law; and

**WHEREAS**, the Board has previously adopted the First through Eighteenth Supplemental Resolutions authorizing Parity Debt, all of which supplement the Master Resolution; and

**WHEREAS**, concurrently with the adoption of this resolution, the Board adopted the *"Eighteenth Supplemental Resolution to The Master Resolution Establishing the Texas State University System Revenue Financing System Commercial Paper Program, Series A; Authorizing the Issuance of Tax-Exempt and Taxable Commercial Paper Notes; and Approving and Authorizing Instruments and Procedures Relating Thereto"* (the "Eighteenth Supplement") and pursuant thereto has the authority to issue from time to time and at any one time outstanding up to \$240,000,000 in aggregate principal amount of its commercial paper notes as Parity Debt under the terms of the Master Resolution; and

**WHEREAS**, the Board has determined that it is in the best interest of the System to authorize the issuance of bonds in one or more series to refinance outstanding commercial paper notes issued under the Eighteenth Supplement; and

**WHEREAS**, the bonds authorized to be issued in one or more series by this Nineteenth Supplemental Resolution (this "Nineteenth Supplement") are to be issued and delivered pursuant to laws of the State of Texas, including Chapters 1371 and 1207, Texas Government Code, as amended, and other applicable laws, and constitute Parity Debt pursuant to the Master Resolution.



**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM THAT:**

**Section 1. DEFINITIONS.** In addition to the definitions set forth in the preamble of this Nineteenth Supplement, the terms used in this Nineteenth Supplement (except in the FORM OF BOND) and not otherwise defined shall have the meanings given in the Master Resolution or in Exhibit "A" to this Nineteenth Supplement attached hereto and made a part hereof.

**Section 2. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.** (a) *Amount and Designation.* The Board's bonds each entitled "BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM REVENUE FINANCING SYSTEM REFUNDING BOND," are hereby authorized to be issued in one or more series and delivered in an aggregate maximum principal amount (determined without regard to premium or discount affecting the sale price) of \$240,000,000. The title of the Bonds shall be designated by the year in which each Series is awarded pursuant to Section 3 below and in the event that another series of bonds is issued by the Board within a calendar year each Series within that year shall have a letter designation following the year. The authority of the System Representative to execute and deliver an Award Certificate for each Series shall expire at 5:00 p.m. on May 23, 2015, such date being one year from the date of adoption of this Nineteenth Supplement. Bonds priced on or before May 23, 2015 may close after such date.

(b) *Purpose.* The Bonds of each Series are to be issued for the following purposes: (i) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

(c) *Refunded Commercial Paper Notes.* The Bonds are being issued under authority of Chapters 1207 and 1371, Texas Government Code, to refund the Refunded Commercial Paper Notes. The Refunded Commercial Paper Notes are being refunded to convert interim financing into long-term fixed rate financing, as contemplated by the Board in the operation of the interim financing programs as provided for in the Eighteenth Supplement. Therefore, the manner in which the refunding of the Refunded Commercial Paper Notes is being undertaken by the Board does not make it practicable to make the determinations required by subsection (a) of Section 1207.008, Texas Government Code. The Refunded Commercial Paper Notes shall be those outstanding Commercial Paper Notes designated by the System Representative to be refunded and retired with a portion of the proceeds of the Bonds. The principal amount of the Refunded Commercial Paper Notes shall be specifically identified in the Award Certificate.

**Section 3. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS.** (a) *Terms of Each Series of Bonds.* The Bonds of each Series shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond of each Series delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), each Series maturing not later than March 15, 2045, serially or otherwise on the dates, in the years and

in the principal amounts, respectively, dated and be either Taxable Bonds, or Tax-Exempt as provided in Section 4, all as set forth in the Award Certificate of the System Representative.

(b) ***Award Certificate.*** As authorized by Chapter 1371, Government Code, as amended, the System Representative is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Nineteenth Supplement, including determining and fixing the date of each Series of the Bonds, any additional or different designation or title by which each Series of the Bonds shall be known, the price at which each Series of the Bonds will be sold, the years in which each Series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of each Series of the Bonds, whether the Bonds are designated as Tax-Exempt Bonds or Taxable Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, the amount of capitalized interest, if any, for each Series of Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the System Representative delivered to the Secretary to the Board (the "Award Certificate"); provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) each Series of the Bonds shall not bear interest at a rate in excess of the maximum rate allowed by law.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of each Series (i) the Award Certificate has been executed and delivered as required by this Nineteenth Supplement and (ii) the particular Series of the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371, Government Code, as amended. Each Award Certificate is hereby incorporated in and made a part of this Nineteenth Supplement.

(c) ***Sale of Each Series of Bonds.*** To achieve advantageous borrowing costs for the Members of the Financing System, each Series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the System Representative in the Award Certificate. In determining whether to sell each Series of the Bonds by negotiated, placement or competitive sale, the System Representative shall take into account the financial condition of the State, the System, and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale, the achievement of the HUB goals of the Board, and any other matters which, in the judgment of the System Representative, might affect the net borrowing costs on each Series of the Bonds.

If the System Representative determines that a Series of the Bonds should be sold at a competitive sale, the System Representative shall cause to be prepared a notice of sale and official statement in such manner as the System Representative deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the System Representative determines that a Series of the Bonds should be sold by a negotiated sale or placement, the System Representative shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the System Representative deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Revenue Financing System. The System Representative, acting for and on behalf of the Board, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriter or placement purchaser at such price, with and subject to such terms as determined by the System Representative pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative, including those covered by Section 18 or Section 21 and any provisions determined to be necessary by the System Representative and Bond Counsel in the event that such Series of Bonds is being sold in a forward delivery transaction.

(d) ***In General.*** Each Series of the Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be Tax-Exempt Bonds or Taxable Bonds and (vi) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Nineteenth Supplement and as determined by the System Representative as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

**Section 4. INTEREST.** Each Series of the Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date, until maturity or redemption, at the rates set forth in the Award Certificate. Each Series of Bonds shall be designated as Tax-Exempt Bonds or Taxable Bonds as set forth in the Award Certificate. Interest shall be payable to the registered owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in this Nineteenth Supplement and the Award Certificate.

**Section 5. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM.** (a) ***Paying Agent/Registrar.*** The System Representative is authorized to select a Paying Agent/Registrar for the Bonds. The System Representative is also authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form previously approved by the Board in connection with the authorization of Parity Debt with such changes as are acceptable to the System Representative.

(b) ***Registration Books.*** The Board shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Board hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Board and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations,

transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Board shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. A copy of the Registration Books shall be maintained in the State of Texas.

(c) **Ownership of Bonds.** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Nineteenth Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) **Payment of Bonds and Interest.** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Nineteenth Supplement. The Paying Agent/ Registrar shall keep proper records of all payments made by the Board and the Paying Agent/Registrar with respect to the Bonds.

(e) **Authentication.** The Bonds initially issued and delivered pursuant to this Nineteenth Supplement shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Nineteenth Supplement the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BOND.

(f) **Transfer, Exchange, or Replacement.** Each Bond issued and delivered pursuant to this Nineteenth Supplement, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BOND set forth in this Nineteenth Supplement, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same Series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount

of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same Series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same Series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Nineteenth Supplement shall constitute one of the Bonds for all purposes of this Nineteenth Supplement, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Nineteenth Supplement there shall be printed an Authentication Certificate, in the form set forth in Exhibit "B" to this Nineteenth Supplement. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the System Representative. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Nineteenth Supplement. The Board shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be canceled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Board covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Board will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act

as and perform the services of Paying Agent/Registrar for the Bonds under this Nineteenth Supplement, and that the Paying Agent/Registrar will be one entity. The Board reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Board covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Nineteenth Supplement. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Board. Upon any change in the Paying Agent/Registrar, the Board promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Nineteenth Supplement, and a certified copy of this Nineteenth Supplement shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the underwriter shall be issued in the form of a separate single fully registered Bond per Series for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest on the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Nineteenth Supplement to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Nineteenth Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to

the extent of the sum or sums so paid. No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Nineteenth Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Nineteenth Supplement with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Nineteenth Supplement shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC (as described in Section 23 of this Nineteenth Supplement) or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Nineteenth Supplement.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Nineteenth Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC.

(k) ***Notice of Redemption and Defeasance.*** (i) In addition to the Notice of Redemption set forth in the FORM OF BOND, the System Representative shall give notice of redemption or defeasance to the Paying Agent/Registrar at least 45 days prior to a redemption date in the case of a redemption and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the registered owners of the Bonds to be redeemed at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each Notice of Redemption or Defeasance, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the dated date of the Bonds, the interest rate, the maturity date, the CUSIP numbers and amounts of each maturity called for redemption, the mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed or paid, along with any other applicable contact information of the Paying Agent/Registrar.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

(iv) If at the time of mailing of notice of any optional redemption in connection with a refunding of the Bonds, the Board shall not have deposited with the Paying Agent/Registrar or an eligible financial institution moneys sufficient to redeem all of the Bonds called for redemption, such notice may state that it is conditional in that it is subject to the deposit of the proceeds of refunding bonds with the Paying Agent/Registrar or an eligible financial institution not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

**Section 6. FORM OF BOND.** The form of the Bonds, including the form of the Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered pursuant to this Nineteenth Supplement, shall be, respectively, substantially as set forth in Exhibit "B", with such appropriate variations, omissions, or insertions as are permitted or required by this Nineteenth Supplement and any Award Certificate including specifically information relating to payment dates, the date of the Bonds, redemption provisions and the information to be included in the purpose clause.

**Section 7. ESTABLISHMENT OF FINANCING SYSTEM AND ISSUANCE OF PARITY DEBT.** By adoption of the Master Resolution, the Board has established the Texas State University System Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness of components of the Texas State University System which are from time to time included as Members of the Financing System. The Master Resolution is intended to establish a master plan under which revenue supported debt of the Financing System can be incurred. This Nineteenth Supplement provides for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of the Bonds as Parity Debt. The Master Resolution is incorporated herein by reference and as such made a part hereof for all purposes, except to the extent modified and supplemented hereby, and the Bonds are hereby declared to be Parity Debt under the Master Resolution. As required by Section 5(a) of the Master Resolution, the Board hereby determines that upon the issuance of the Bonds it will have sufficient funds to meet the financial obligations of the Texas State University System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System and that the Members on whose behalf the Bonds are to be issued possess the financial capacity to satisfy their Direct Obligations after taking the Bonds into account.



**Section 8. SECURITY, PAYMENTS AND PERFECTION.** The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to the Master Resolution and this Nineteenth Supplement. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Board under this Section of this Nineteenth Supplement, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of Pledged Revenues granted by the Board under this Section of this Nineteenth Supplement is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 9. PAYMENTS.** (a) Immediately after the delivery of the Bonds, the Board shall deposit any accrued interest received from the sale and delivery of the Bonds to the credit of a special account to be held to pay interest on such Bonds on the first interest payment date.

(b) Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as provided therein, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

**Section 10. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) *Replacement Bonds.* In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) *Application for Replacement Bonds.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement Bond shall furnish to the Board and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Board and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such

Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) ***Payment in Lieu of Replacement.*** Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Board may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) ***Charge for Issuing Replacement Bonds.*** Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith including any security or indemnity as may be required by the Board. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Board whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Nineteenth Supplement equally and proportionately with any and all other Bonds duly issued under this Nineteenth Supplement.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement Bond without the necessity of further action by the Board or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 5(f) of this Nineteenth Supplement for Bonds issued in exchange and replacement for other Bonds.

**Section 11. AMENDMENT OF SUPPLEMENT.** (a) ***Amendments Without Consent.*** This Nineteenth Supplement and the rights and obligations of the Board and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Nineteenth Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Nineteenth Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Nineteenth Supplement, upon receipt by the Board of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Nineteenth Supplement;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in

the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds;

(v) To make such changes, modifications or amendments as are permitted by Section 18 (c) (v) of this Nineteenth Supplement; or

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Bonds.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Nineteenth Supplement, the owners of Outstanding Bonds aggregating 51% in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Subsection (a) of this Section, to this Nineteenth Supplement which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Nineteenth Supplement or in the Bonds so as to:

- (1) Make any change in the maturity of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by the Outstanding Bonds;
- (3) Reduce the amount of the principal payable on the Outstanding Bonds;
- (4) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all Bonds then Outstanding; or
- (6) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(c) ***Notice.*** (i) If at any time the Board shall desire to amend this Nineteenth Supplement other than pursuant to (a) above, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Registrar for inspection by all owners of Bonds. Such publication is not required, however, if the Board gives or causes to be given such notice in writing to each owner of Bonds.

(ii) Copies of any modification or amendment to the Master Resolution or this Nineteenth Supplement shall be sent to Standard & Poor's Ratings Services and Moody's Investors Service, Inc. at least 10 days prior to the effective date thereof.

(d) **Receipt of Consents.** Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least 51% in Outstanding Principal Amount of Bonds, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption by the Board of any resolution to amend this Nineteenth Supplement pursuant to the provisions of this Section, this Nineteenth Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Bonds and all future Bonds shall thereafter be determined, exercised, and enforced under the resolution and this Nineteenth Supplement, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar and the Board, but such revocation shall not be effective if the owners of 51% in Outstanding Principal Amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Registration Books kept by the Registrar therefor. The Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Registrar.

**Section 12. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE TAX-EXEMPT BONDS.** (a) **Covenants.** The Board covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Tax-

Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Nineteenth Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the IRS Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code.

(b) **Rebate Fund.** With respect to the Tax-Exempt Bonds, in order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) **Proceeds.** With respect to the Tax-Exempt Bonds, the Board understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In furtherance of such intention, the Board hereby authorizes and directs the System Representative to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the Board, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(e) **Disposition of Project.** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants that the property constituting the project or the projects financed by any Refunded Commercial Paper Notes will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the

ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 13. NINETEENTH SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY.** In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Nineteenth Supplement shall be deemed to be and shall constitute a contract between the Board and the Holders from time to time of the Bonds and the pledge made in this Nineteenth Supplement by the Board and the covenants and agreements set forth in this Nineteenth Supplement to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Holders, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Nineteenth Supplement.

**Section 14. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

**Section 15. PAYMENT AND PERFORMANCE ON BUSINESS DAYS.** Except as provided to the contrary in the FORM OF BOND, whenever under the terms of this Nineteenth Supplement or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

**Section 16. LIMITATION OF BENEFITS WITH RESPECT TO THE NINETEENTH SUPPLEMENT.** With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Nineteenth Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Holders, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Nineteenth Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Nineteenth Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Holders, and the Paying Agent/Registrar as herein and therein provided.

**Section 17. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE.** The System Representative is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The System Representative is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, Texas Government Code, in which case the System Representative also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The approving legal opinion of the Board's Bond Counsel and the assigned CUSIP numbers may, at the option of the Board, be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to this Nineteenth Supplement is hereby adopted and made a part of this Nineteenth Supplement for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

**Section 18. CONTINUING DISCLOSURE UNDERTAKING.** (a) Annual Reports. To the extent that such financial information and operating data is reasonably obtainable under generally acceptable accounting principles applicable to the Board, as modified by the laws of the State of Texas and the rules and regulations of the Comptroller of Public Accounts of the State of Texas, the Board shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to Board, as determined by the System Representative at the time the Bonds are sold. The Award Certificate shall specify the financial information and operating data to be provided pursuant to this Section. In the event that financial information and operating data of such general type is not reasonably available, financial information and operating data will be provided as prescribed by the applicable accounting principles and the governing laws, rules, and regulations applicable to the Board. The undertaking of the Board contained in the preceding sentence may be modified by the System Representative in the Award Certificate upon advice of counsel. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, as may be modified in the Award Certificate, and (2) audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided within the required period, then the Board shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, and shall file audited financial statements when and if audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of said Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with



generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

If the Board changes the Fiscal Year, the Board will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this subsection may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(b) Certain Event Notices. The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the Board;

M. The consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The Board shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give the notice required by this Nineteenth Supplement of any Bond calls and defeasance that cause the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Board's financial results, condition, or prospects relating to the Financing System or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Board in observing or performing its obligations under this Section shall constitute a breach of or default under this Nineteenth Supplement for purposes of any other provision of this Nineteenth Supplement.

Should the Rule be amended to obligate the Board to make filings with or provide notices to entities other than the MSRB, the Board hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

The provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Nineteenth Supplement that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Board may also amend or repeal the provisions of this continuing disclosure requirement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

**Section 19. APPLICATION OF BOND PROCEEDS.** Proceeds from the sale of each Series of the Bonds shall, promptly upon receipt thereof, be applied by the System Representative as follows:

- (i) accrued interest, if any, for each Series of the Bonds shall be deposited as provided in Section 9;
- (ii) an amount sufficient to accomplish the purposes of Section 2 shall be so applied; and
- (iii) any proceeds from the sale of each Series of the Bonds remaining after the deposits provided for in clauses (i) and (ii) above, shall be applied to pay expenses arising in connection with the issuance of the Bonds.

Any sale proceeds of each Series of the Bonds remaining after making all deposits and payments provided for above shall be applied to the payment of interest on the Bonds.

**Section 20. ADDITIONAL DEFEASANCE PROVISIONS.** (a) In addition to the defeasance provisions set forth in Section 12 of the Master Resolution, it is hereby provided that, to the extent that the Bonds are treated as Defeased Debt for purposes of Section 12 of the

Master Resolution, any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified in Section 12(a)(i) or (ii) of the Master Resolution shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the Board expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any defeasance notices that it authorizes; and (4) at or prior to the time of the redemption, satisfies the conditions of subsection (a) of Section 12 of the Master Resolution with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

(b) Notwithstanding the provisions of Section 12(c) of the Master Resolution, in connection with the defeasance of the Bonds pursuant to Section 12 of the Master Resolution, the term Government Obligations shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

(c) Notwithstanding the provisions of Section 12 of the Master Resolution, the Board may provide for the irrevocable deposit contemplated by Section 12 of the Master Resolution to be made with the Paying Agent/Registrar or with any other eligible bank or trust company as then authorized by state law.

**Section 21. OFFICIAL STATEMENT.** The System Representative is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such official statement and deem it final in compliance with the Rule and to provide it to the purchasers of the Bonds in compliance with such Rule.

**Section 22. FURTHER PROCEDURES.** The Chair of the Board, any System Representative, and all other officers, employees, and agents of the Board, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Nineteenth Supplement, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith. The System Representative is authorized to make application to obtain all approvals necessary in connection with the issuance of each Series of the

Bonds including the Texas Bond Review Board and the Texas Higher Education Coordinating Board, if such approvals are then required by law. The System Representative is authorized to sign this Nineteenth Supplement. Nothing herein shall be construed as a waiver by the Board of its own rules and regulations, policies and procedures. In addition, the System Representative, General Counsel to the Board and Bond Counsel are hereby authorized to approve, subsequent to the date of the adoption of this Nineteenth Supplement, any amendments to the above named documents, and any technical amendments to this Nineteenth Supplement as may be required by any rating agency as a condition to the granting of a rating on the Bonds, as may be required by the office of the Texas Attorney General as a condition to the approval of the Bonds or as may be required to assist an underwriter of the Bonds in complying with the Rule.

**Section 23. DTC LETTER OF REPRESENTATION.** The Board heretofore has executed and delivered to DTC a "Blanket Letter of Representations" with respect to the utilization by the Board of DTC's book-entry-only system and the Board intends to utilize such book-entry-only system in connection with each Series of the Bonds.

**Section 24. BOND INSURANCE.** In connection with the sale of the Bonds, the Board may obtain municipal bond insurance policies from a municipal bond insurer (the "Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the System Representative. The System Representative is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of each Series of the Bonds out of the proceeds of sale of each Series of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Insurer and the System Representative, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Insurer or Insurers, and any such provisions shall be read and interpreted as an integral part of this Nineteenth Supplement.

**Section 25. REFUNDING OF REFUNDED COMMERCIAL PAPER NOTES; ESCROW AGREEMENT; REDEMPTION OF REFUNDED COMMERCIAL PAPER NOTES.** (a) Concurrently with the delivery of a Series of Bonds, funds in the amount of the principal amount of the Refunded Commercial Paper Notes that are to be refunded and interest thereon, if any, that are derived from the proceeds of the sale of the Bonds shall be deposited to the credit of the designated account or accounts within the "Note Payment Fund", established in accordance with the provisions of the Eighteenth Supplement to refund those Refunded Commercial Paper Notes designated by the System Representative to be refunded and retired with a portion of the proceeds of the Bonds.

(b) Notwithstanding the provisions of subsection (a) above, concurrently with the delivery of a Series of Bonds, the System Representative may cause to be deposited with the Escrow Agent an amount, from the proceeds from the sale of each Series of the Bonds, sufficient, together with other legally available funds of the Board, to provide for the payment and retirement of the Refunded Commercial Paper Notes. In the event that it is deemed necessary, the System Representative is authorized to enter into one or more escrow agreements

in the form and substance previously approved by the Board in connection with the refunding of Parity Debt with such changes as are acceptable to the System Representative. In such event, the System Representative is authorized hereby to take such steps as may be necessary to purchase Escrowed Securities, as defined in the Escrow Agreement, on behalf of the Board, and is authorized to create and fund the Escrow Fund contemplated by the Escrow Agreement through the use of the proceeds of each Series of the Bonds, the monies and investments held in the fund securing the Refunded Commercial Paper Notes and other lawfully available monies of the Board.

(c) The Board authorizes a System Representative, acting in accordance with the terms of the Eighteenth Supplement, to cause the Refunded Commercial Paper Notes to be redeemed prior to their stated Extended Maturity Date (as such term is defined in the Eighteenth Supplement), at a price of no less than par plus accrued interest, if any, to the date fixed for redemption.

(d) The determination of the System Representative, acting for and on behalf of the Board, relating to the issuance and sale of Bonds to refund Refunded Commercial Paper Notes shall have the same force and effect as if such determination were made by the Board.

**Section 26. PUBLIC NOTICE.** It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting at which this Nineteenth Supplement was adopted; that this Nineteenth Supplement would be introduced and considered for adoption at said meeting; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**Section 28. PAYMENT OF ATTORNEY GENERAL FEE.** The Board hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each Series of the Bonds or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The System Representative is hereby instructed to take the necessary measures to make this payment. The Board is also authorized to reimburse the appropriate funds for such payment from proceeds of the Bonds.

**Section 29. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Bonds, this Nineteenth Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Board or any officer, agent, employee or representative of the Board in his individual capacity, and neither the directors, officers, agents, employees or representatives of the Board nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any

assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

**Section 30. REPEAL OF CONFLICTING RESOLUTIONS.** All resolutions and all parts of any resolutions that are in conflict or are inconsistent with this Nineteenth Supplement are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency. Specifically, the previous Nineteenth supplemental resolution adopted by the Board on February 15, 2013, pursuant to which no Parity Debt has been issued, is hereby repealed and replaced in all respects with this Nineteenth Supplement.

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The System has caused this Nineteenth Supplement to be executed by a System Representative and its official seal to be impressed hereon.

**TEXAS STATE UNIVERSITY SYSTEM**

By: \_\_\_\_\_  
System Representative



## **EXHIBIT A DEFINITIONS**

As used in this Nineteenth Supplement the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "*Authorized Denomination*" shall mean an Authorized Denomination as defined in Section 3 of this Nineteenth Supplement.

The term "*Award Certificate*" shall mean each Certificate executed by the System Representative in connection with each Series of Bonds that establishes the terms of the series of Bonds issued pursuant to Section 3 of this Nineteenth Supplement.

The term "*Bonds*" shall mean one or more Series of the Bonds designated in Section 2 of this Nineteenth Supplement, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Nineteenth Supplement; and the term "Bond" means any of the Bonds.

The term "*Business Day*" shall mean any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

The term "*Chancellor*" shall mean the Chancellor of the Texas State University System.

The term "*Designated Trust Office*" shall have the meaning ascribed to said term in Section 5(b) of this Nineteenth Supplement.

The term "*DTC*" shall mean The Depository Trust Company, New York, New York, or any successor securities depository.

The term "*DTC Participant*" shall mean securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

The term "*Insurance Policy*" shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on a particular Series of the Bonds when due.

The term "*Insurer*" shall mean the company insuring a particular Series of the Bonds, or any successor thereto or assignee thereof as set forth in the Award Certificate.

The term "*IRS Code*" shall mean the Internal Revenue Code of 1986, as amended.

The term "*Master Resolution*" shall mean the "Master Resolution Establishing The Texas State University System Revenue Financing System," adopted by the Board on August 12, 1998

as amended by the "Resolution Amending the Master Resolution Establishing The Texas State University System Revenue Financing System" adopted by the Board on June 19, 2008.

The term "*Maturity*" shall mean the date on which the principal of a Bond becomes due and payable as therein and herein provided, whether at Stated Maturity, by redemption or otherwise.

The term "*MSRB*" shall mean the Municipal Securities Rulemaking Board.

The term "*Nineteenth Supplement*" shall mean this amended and restated resolution authorizing each Series of the Bonds.

The terms "*Paying Agent/Registrar*," "*Paying Agent*" or "*Registrar*" shall mean the agent appointed pursuant to Section 5 of this Nineteenth Supplement, or any successor to such agent.

The term "*Refunded Commercial Paper Notes*" shall mean those commercial paper notes issued pursuant to the provisions of the Master Resolution and the Eighteenth Supplement selected by the System Representative to be refunded with the proceeds of Bonds authorized to be issued by this Eighteenth Supplement, as more fully described in the Award Certificate.

The term "*Record Date*" shall mean, with respect to each Series of the Bonds, the business day of each month as set forth in the Award Certificate.

The term "*Registration Books*" shall mean the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 5 of this Nineteenth Supplement.

The term "*Rule*" shall mean SEC Rule 15c2-12, as amended from time to time.

The term "*SEC*" shall mean the United States Securities and Exchange Commission.

The term "*Series*" shall mean any designated series or subseries of Bonds issued pursuant to this Nineteenth Supplement.

The term "*Stated Maturity*", shall mean, when used with respect to the Bonds, the scheduled maturity or mandatory sinking fund redemption date of a Series of the Bonds.

The term "*System Representative*" shall mean any one or more of the following officers or employees of the Texas State University System, to wit: the Chair of the Board, the Chancellor, the Vice Chancellor for Finance or such other officer or employees of the Texas State University System, authorized by the Board to act as a System Representative.

The term "*Taxable Bonds*" shall mean each Series of Bonds bearing interest at a taxable rate.

The term "*Tax-Exempt Bonds*" shall mean each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

All terms not herein defined shall have the meanings given to said terms by the Master Resolution or as otherwise defined in this Nineteenth Supplement.

**EXHIBIT B**

**FORM OF BOND**

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM  
REVENUE FINANCING SYSTEM REFUNDING BOND,  
SERIES 20\_\_\***

**NO. R-\_\_**

**PRINCIPAL  
AMOUNT  
\$ \_\_\_\_\_**

**INTEREST  
RATE\***

**MATURITY  
DATE\***

**[BOND DATE]  
[ISSUANCE DATE]  
\***

**CUSIP**

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT: DOLLARS**

**ON THE MATURITY DATE** specified above, the BOARD OF REGENTS, TEXAS STATE UNIVERSITY SYSTEM (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the [Bond Date] [Issuance Date], specified above, to the Maturity Date, specified above, or the date of redemption prior to maturity, at the interest rate per annum, specified above; with interest being payable on \_\_\_\_\_, 20\_\_\*, and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered

\* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

assigns, shall be made in accordance with existing arrangements between the Board and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office in \_\_\_\_\_, Texas (the "Designated Trust Office") of \_\_\_\_\_, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. Any accrued interest due upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the Designated Trust Office of the Paying Agent/Registrar. The Board covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Board and the securities depository. Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

**THIS BOND** is one of a series of Bonds, dated as of \_\_\_\_\_, 201\_, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$ \_\_\_\_\_\*, issued pursuant to a Master Resolution adopted August 13, 1998

\* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

as amended on June 19, 2008 by a "Resolution Amending the Master Resolution Establishing the Texas State University System Revenue Financing System" (collectively, referred to as the "Master Resolution"), and pursuant to a Nineteenth Supplement Resolution adopted on May 23, 2014 referred therein (collectively, the "Bond Resolution"), FOR THE PURPOSE OF (i) REFUNDING THE REFUNDED COMMERCIAL PAPER NOTES AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.\*

**ON** \_\_\_\_\_, **20**\_\_\_\_\*, or on any date thereafter, the Bonds of this series maturing on and after \_\_\_\_\_, **20**\_\_\_\_\* may be redeemed prior to their scheduled maturities, at the option of the Board, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Board (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at par and accrued interest to the date fixed for redemption; provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

**THE BONDS** maturing on \_\_\_\_\_, **20**\_\_\_\_\* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

<b>Bonds Maturing _____, 20____*</b>	
<b>Redemption Date</b>	<b>Principal Amount</b>
_____, 20____	\$ _____
_____, 20____ <sup>H</sup>	_____ <sup>H</sup>

\_\_\_\_\_  
<sup>H</sup>Final Maturity

**THE PRINCIPAL AMOUNT** of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Board by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Board, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Board at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

\* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

**AT LEAST 30** days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, not less than 30 days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure to receive such notice, or any defect therein shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, payable in the same manner, in any authorized denomination at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided in the Bond Resolution.

**WITH RESPECT TO** any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in The City of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION** may be assigned and shall be transferred only in the Registration Books of the Board kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and

surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Board shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or,(ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. The registered owner of this Bond shall be deemed and treated by the Board and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the Board, resigns, or otherwise ceases to act as such, the Board has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.



**IT IS HEREBY** certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the series of Bonds of which this Bond is one constitute Parity Debt under the Master Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this series and the other outstanding Parity Debt are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

**THE BOARD** has reserved the right, subject to the restrictions referred to in the Bond Resolution,(i) to issue additional Parity Debt which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

**THE REGISTERED OWNER** hereof shall never have the right to demand payment of this Bond or the interest hereon out of any funds raised or to be raised by taxation or from any source whatsoever other than specified in the Bond Resolution.

**BY BECOMING** the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Board, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Board.

**IN WITNESS WHEREOF**, the Board has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and has caused the official seal of the Board to be duly impressed, or placed in facsimile, on this Bond.

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Chairman, Board of Regents

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Chancellor, Secretary of the Board

(SEAL)

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE:**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

\_\_\_\_\_  
Paying Agent/Registrar

Dated

\_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT:**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Please insert Social Security or Taxpayer  
Identification Number of Transferee

\_\_\_\_\_  
(Please print or typewrite name and address,  
including zip code of Transferee)

\_\_\_\_\_  
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or

enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY  
THE INITIAL BOND:**

**COMPTROLLER'S REGISTRATION CERTIFICATE:**

**REGISTER NO.** \_\_\_\_\_

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(COMPTROLLER'S SEAL)

**INSERTIONS FOR THE INITIAL BOND**

The initial Bond shall be in the form set forth in this Exhibit, except that:

- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE,** the Board of Regents of the Texas State University System (the "Board"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on \_\_\_\_\_\* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

\_\_\_\_\_

\* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

**Principal   Maturity   Interest   Initial  
Amount   (         )   Rate   Yield**

(Information from the Award Certificate of the System Representative to be inserted)

The Board promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_, 20\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_, 20\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C.     The initial Bond shall be numbered "T-1"

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\* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

## **EXHIBIT C**

### **DESCRIPTION OF ACCOUNTING PRINCIPLES**

The financial statements of the Texas State University System will be prepared in accordance with the Texas Comptroller of Public Accounts' Annual Financial Reporting Requirements, and follow to the extent practical, the AICPA Industry Audit Guide Audits of Colleges and Universities, 1973, as amended by AICPA Statement of Position (SOP) 74-8, Financial Accounting and Reporting by Colleges and Universities, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation.

APPENDIX – Planning and Construction

# Capital Improvements Program Fiscal Years 2015-2020

Submitted for Board Approval

*May 22, 2014*

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# Capital Improvements Program

FY 2015-2020

## **ATTACHMENT 1**

New CIP Projects



## NEW PROJECTS

**All new projects proposed for inclusion in this year's CIP**

PROJECT NAME	PROGRAM YEAR	PROJECT AMOUNT
LSCPA - Process Technology Lab	2015	\$12,180,000
LU - Annual Student Resident Hall Refurbishing 2015	2015	\$1,800,000
LU - Campus Infrastructure Repairs 2015	2015	\$2,500,000
LU - Annual Student Resident Hall Refurbishing 2016	2016	\$1,800,000
LU - Campus Infrastructure Repairs 2016	2016	\$2,500,000
LU - Annual Student Resident Hall Refurbishing 2017	2017	\$1,800,000
LU - Campus Infrastructure Repairs 2017	2017	\$2,500,000
LU - Annual Student Resident Hall Refurbishing 2018	2018	\$1,800,000
LU - Campus Infrastructure Repairs 2018	2018	\$2,500,000
LU - Annual Student Resident Hall Refurbishing 2019	2019	\$1,800,000
LU - Campus Infrastructure Repairs 2019	2019	\$2,500,000
LU - Mary & John Gray Library New Fire Sprinkler System	2019	\$2,500,000
SHSU - Storm Water Remediation at REC SPorts Fields - TC-17	2016	\$1,800,000
SHSU - TDCJ Building	2016	\$27,300,000
SHSU - Beto CJC & Blackwood LEMIT Repurpose	2017	\$2,600,000
SHSU - Demolition of Allen, Adams, Park Hill & Barrett Houses	2017	\$489,660
SHSU - Thomason Building Renovation	2017	\$6,390,784
SHSU - Custodial & Grounds Facility	2018	\$4,137,975
SHSU - North Residence Hall Phase 2	2018	\$92,946,419
SHSU - Parking Surface Lot #25 (currently Art Complex bldgs)	2019	\$2,367,820
SHSU - 2020 Campus Infrastructure Maintenance & Repair	2020	\$1,450,000
SHSU - 2020 Miscellaneous Campus Renovations	2020	\$1,700,000
SHSU - Demolition of Custodial & Ground Facility	2020	\$331,038
SHSU - Demolition of West Plant	2020	\$265,725
SHSU - Newton Gresham Library Renovation	2020	\$47,075,578
SHSU - Parking Structure @ Bobby K. Marks & Bowers Blvd.	2020	\$36,847,138
SRSU - E & G Repairs (Yr 8)	2019	\$50,000
SRSU - Life Safety (YR 7)	2019	\$50,000
SRSU - Life Safety (YR 8)	2019	\$50,000
SRSU - North Promenade & New Student Housing	2019	\$9,816,693
SRSU - Turner RAS Facility Expansion	2019	\$4,462,967
TxSt - Alkek Library Renovations	2015	\$8,000,000
TxSt - JC Mitte/Sabinal Renovations	2015	\$6,520,000
TxSt - LBJ Student Center Expansion	2015	\$35,550,000
TxSt - STAR One Expansion	2015	\$15,300,000
TxSt - Nueces Building Renovation	2016	\$2,750,000
TxSt - RF Mitte Renovations	2016	\$2,000,000
TxSt - Deferred Maintenance 2020	2020	\$1,750,000
TxSt - Special Projects 2020	2020	\$8,000,000

***Project Planning Forms for projects over \$4 Million, with specific information regarding these projects, are in Attachment No. 3***

# Capital Improvements Program

FY 2015-2020

## **ATTACHMENT 2**

Project Summary Lists

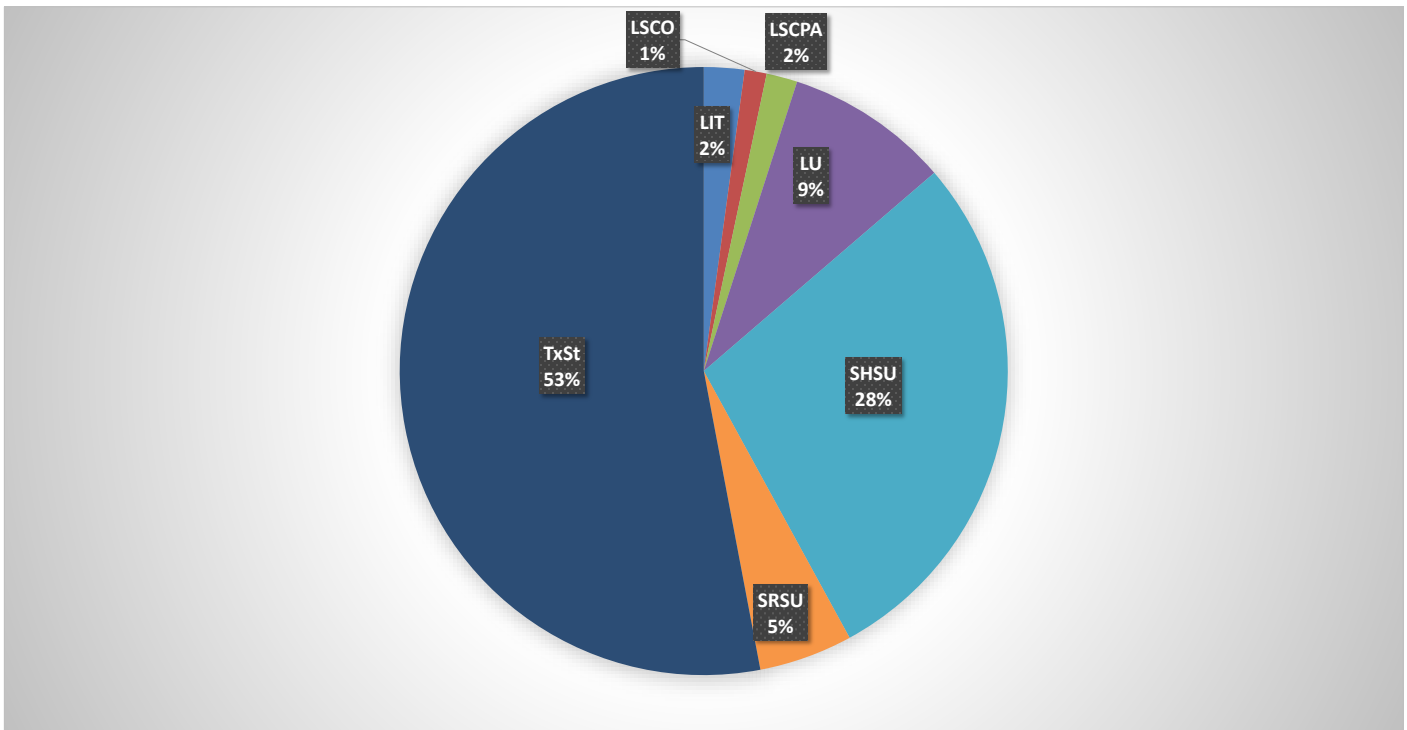
*CIP Grand Total*

*Source of Funding*

### CAPITAL IMPROVEMENTS PROGRAM FY 2015-2020

INSTITUTION	2015	2016	2017	2018	2019	2020	TOTAL BY INSTITUTION
Lamar Institute of Technology	\$0	\$16,504,683	\$16,202,972	\$0	\$0	\$0	\$32,707,655
Lamar State College-Orange	\$0	\$17,778,000	\$0	\$0	\$0	\$0	\$17,778,000
Lamar State College-Port Arthur	\$17,825,237	\$7,210,000	\$0	\$0	\$0	\$0	\$25,035,237
Lamar University	\$4,300,000	\$45,474,306	\$23,906,813	\$47,221,095	\$11,800,000	\$0	\$132,702,214
Sam Houston State University	\$15,357,760	\$127,904,071	\$47,694,099	\$144,073,325	\$7,673,524	\$88,159,139	\$430,861,918
Sul Ross State University	\$3,193,548	\$11,859,832	\$20,478,958	\$24,941,000	\$15,260,086	\$0	\$75,733,424
Texas State University	\$356,339,004	\$236,770,451	\$66,305,000	\$93,737,619	\$42,599,230	\$9,750,000	\$805,501,304
<b>TOTAL BY FISCAL YEAR</b>	<b>\$397,015,549</b>	<b>\$463,501,343</b>	<b>\$174,587,842</b>	<b>\$309,973,039</b>	<b>\$77,332,840</b>	<b>\$97,909,139</b>	
<b>CIP FY2015-2020 TOTAL</b>							<b>\$1,520,319,752</b>

### Grand Totals by Institution 2015-2020



# CAPITAL IMPROVEMENTS PROGRAM

## FY 2015-2020

### SOURCE OF FUNDING

#### **TRB - Tuition Revenue Bonds**

Bonds authorized by the Texas Legislature for a specific capital improvement project, and to be repaid by the institution by revenues from tuition. In practice, the Legislature has normally appropriated money to institutions to service these bonds; **however, there is no guarantee that such funds will be appropriated.** For example, in 2003, the Legislature, faced with a revenue shortfall, appropriated only half of the funds needed to fund debt service on TRBs, thus forcing the institutions to find and use other funds legally available to service their TRBs. **TRBs are System bonds, and are considered as such by rating agencies.**

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$12,000,000	\$12,000,000	\$0	\$0	\$0	\$24,000,000
Lamar State College - Orange	\$0	\$15,778,000	\$0	\$0	\$0	\$0	\$15,778,000
Lamar State College - Port Arthur	\$16,180,000	\$7,210,000	\$0	\$0	\$0	\$0	\$23,390,000
Lamar University	\$0	\$41,174,306	\$19,606,813	\$0	\$0	\$0	\$60,781,119
Sam Houston State University	\$34,125,000	\$0	\$0	\$0	\$0	\$47,075,578	\$81,200,578
Sul Ross State University	\$3,025,617	\$10,615,832	\$19,878,958	\$6,614,000	\$5,243,393	\$0	\$45,377,800
Texas State University	\$149,320,000	\$0	\$56,705,000	\$35,000,000	\$0	\$0	\$241,025,000
<b>Total by FY:</b>	<b>\$202,650,617</b>	<b>\$86,778,138</b>	<b>\$108,190,771</b>	<b>\$41,614,000</b>	<b>\$5,243,393</b>	<b>\$47,075,578</b>	
<b>TRB GRAND TOTAL:</b>							<b>\$491,552,497</b>

#### **HEAF - Higher Education Assistance Fund**

Higher Education Assistance Fund. This is a constitutionally mandated fund that provides construction funding to institutions (including those in TSUS) not participating in the Permanent University Fund (which benefits only institutions in the University of Texas and Texas A&M University Systems).

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$4,504,683	\$4,202,972	\$0	\$0	\$0	\$8,707,655
Lamar State College - Orange	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Lamar State College - Port Arthur	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar University	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$5,000,000	\$0	\$15,000,000
Sam Houston State University	\$9,479,000	\$7,243,794	\$3,510,815	\$9,725,582	\$4,165,704	\$2,830,698	\$36,955,593
Sul Ross State University	\$167,931	\$876,000	\$100,000	\$100,000	\$200,000	\$0	\$1,443,931
Texas State University	\$15,970,000	\$49,334,800	\$1,600,000	\$1,650,000	\$1,700,000	\$1,750,000	\$72,004,800
<b>Total by FY:</b>	<b>\$28,116,931</b>	<b>\$66,459,277</b>	<b>\$11,913,787</b>	<b>\$13,975,582</b>	<b>\$11,065,704</b>	<b>\$4,580,698</b>	
<b>HEAF GRAND TOTAL:</b>							<b>\$136,111,979</b>

#### **Auxiliary or Unexpended**

Auxiliary funds are proceeds from enterprises that are operated by the institution, such as parking, food service, or clinics. Unexpended funds are funds allocated for operation and maintenance of the physical plant that have not been used for that purpose.

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Orange	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Port Arthur	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar University	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000	\$0	\$9,000,000
Sam Houston State University	\$1,576,000	\$4,212,500	\$1,067,500	\$4,263,349	\$3,507,820	\$3,248,082	\$17,875,251
Sul Ross State University	\$0	\$0	\$0	\$0	\$9,816,693	\$0	\$9,816,693
Texas State University	\$48,143,596	\$18,617,900	\$0	\$14,087,619	\$0	\$0	\$80,849,115
<b>Total by FY:</b>	<b>\$51,519,596</b>	<b>\$24,630,400</b>	<b>\$2,867,500</b>	<b>\$20,150,968</b>	<b>\$15,124,513</b>	<b>\$3,248,082</b>	
<b>AUXILIARY OR UNEXPENDED GRAND TOTAL:</b>							<b>\$117,541,059</b>

**CAPITAL IMPROVEMENTS PROGRAM**  
**FY 2015-2020**  
**SOURCE OF FUNDING**

**System Bonds**

*The TSUS debt program secured by a system-wide pledge of all legally available revenues for debt issued on behalf of TSUS component institutions and the system.*

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Orange	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Port Arthur	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sam Houston State University	\$4,302,760	\$61,100,000	\$8,990,784	\$130,084,394	\$0	\$35,004,781	\$239,482,719
Sul Ross State University	\$0	\$8,820,000	\$0	\$0	\$0	\$0	\$8,820,000
Texas State University	\$26,170,408	\$147,928,053	\$0	\$0	\$0	\$0	\$174,098,461
<b>Total by FY:</b>	<b>\$30,473,168</b>	<b>\$217,848,053</b>	<b>\$8,990,784</b>	<b>\$130,084,394</b>	<b>\$0</b>	<b>\$35,004,781</b>	
<b>SYSTEM BONDS GRAND TOTAL:</b>							<b>\$422,401,180</b>

**Gifts**

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Orange	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Port Arthur	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar University	\$0	\$0	\$0	\$42,921,095	\$5,000,000	\$0	\$47,921,095
Sam Houston State University	\$38,145,777	\$0	\$0	\$0	\$0	\$0	\$38,145,777
Sul Ross State University	\$0	\$0	\$500,000	\$18,227,000	\$0	\$0	\$18,727,000
Texas State University	\$12,685,000	\$10,890,825	\$0	\$35,000,000	\$0	\$0	\$58,575,825
<b>Total by FY:</b>	<b>\$50,830,777</b>	<b>\$10,890,825</b>	<b>\$500,000</b>	<b>\$96,148,095</b>	<b>\$5,000,000</b>	<b>\$0</b>	
<b>GIFTS GRAND TOTAL:</b>							<b>\$163,369,697</b>

**Other**

*Includes federal grants, public-private partnerships and sources other than those included in other categories. Also includes funding for projects such as deferred maintenance and special projects that may be funded from multiple sources. Details are set forth in the Project Planning Form for the applicable project.*

Component	2015	2016	2017	2018	2019	2020	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Orange	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College - Port Arthur	\$1,645,237	\$0	\$0	\$0	\$0	\$0	\$1,645,237
Lamar University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sam Houston State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sul Ross State University	\$0	\$8,750,000	\$0	\$0	\$0	\$0	\$8,750,000
Texas State University	\$104,050,000	\$9,998,873	\$8,000,000	\$8,000,000	\$40,899,230	\$8,000,000	\$178,948,103
<b>Total by FY:</b>	<b>\$105,695,237</b>	<b>\$18,748,873</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	<b>\$40,899,230</b>	<b>\$8,000,000</b>	
<b>OTHER GRAND TOTAL:</b>							<b>\$189,343,340</b>

# Capital Improvements Program

FY 2015-2020

Project Summary List

*Sorted by Component*

## TSUS Capital Improvements Program FY2015-2020 - Sorted by Component

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
<b>Lamar Institute of Technology</b>										
LIT - TA Buildings Renovations/Replacement	2016	\$16,504,683	\$12,000,000	\$4,504,683	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LIT - Student Service Learning Center	2017	\$16,202,972	\$12,000,000	\$4,202,972	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
<b>Lamar State College-Orange</b>										
LSCO - Multipurpose Building	2016	\$17,778,000	\$15,778,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
<b>Lamar State College-Port Arthur</b>										
LSCPA - Allied Health Building Addition	2015	\$4,145,237	\$2,500,000	\$0	\$0	\$0	\$0	\$1,645,237	\$0	Carry Over Amended
LSCPA - Campus Central Plant - Phase I	2015	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LSCPA-Process Technology Lab	2015	\$12,180,000	\$12,180,000	\$0	\$0	\$0	\$0	\$0	\$0	New Project
LSCPA - Campus Central Plant - Phase II	2016	\$7,210,000	\$7,210,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
<b>Lamar University</b>										
LU - Performing Arts Center	2018	\$42,921,095	\$0	\$0	\$0	\$0	\$42,921,095		\$0	Carry Over Amended
LU - Annual Student Resident Hall Refurbishing 2015	2015	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
LU - Campus Infrastructure Repairs 2015	2015	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - Annual Student Resident Hall Refurbishing 2016	2016	\$1,800,000	\$0		\$1,800,000	\$0	\$0	\$0	\$0	New Project
LU - Campus Infrastructure Repairs 2016	2016	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - New Science Building	2016	\$41,174,306	\$41,174,306	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Annual Student Resident Hall Refurbishing 2017	2017	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
LU - Campus Infrastructure Repairs 2017	2017	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - Cherry Engineering Lab Addition II	2017	\$19,606,813	\$19,606,813	\$0	\$0	\$0	\$0		\$0	Carry Over Amended
LU - Annual Student Resident Hall Refurbishing 2018	2018	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
LU - Campus Infrastructure Repairs 2018	2018	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - Annual Student Resident Hall Refurbishing 2019	2019	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
LU - Campus Infrastructure Repairs 2019	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - Mary & John Gray Library New Fire Sprinkler System	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
LU - Vincent-Beck Baseball Stadium Renovation	2019	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	Carry Over Amended
<b>Sam Houston State University</b>										
SHSU - Campus Infrastructure Maintenance & Repair 2015	2015	\$3,790,000	\$0	\$3,221,500	\$568,500	\$0	\$0	\$0	\$0	Carry Over
SHSU - Lee Drain Building Renovation	2015	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Miscellaneous Campus Renovations 2015	2015	\$2,015,000	\$0	\$1,007,500	\$1,007,500	\$0	\$0	\$0	\$0	Carry Over
SHSU - Plant Ops - Energy Savings Phase 4	2015	\$1,750,000	\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SHSU - Utility Distribution from West Plant to Pirkle Tech Bldg	2015	\$4,302,760	\$0	\$0	\$0	\$4,302,760	\$0	\$0	\$0	Carry Over Amended
SHSU - Bowers Stadium West Side Improvements	2016	\$23,929,777	\$0	\$0	\$0	\$0	\$23,929,777	\$0	\$0	Carry Over Amended
SHSU - Campus Infrastructure Maintenance & Repair 2016	2016	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - CMIT/LEMIT/PRC Facility & Infrastructure	2016	\$43,750,000	\$0	\$0	\$3,000,000	\$32,000,000	\$0	\$8,750,000	\$0	Carry Over Amended
SHSU - Dan Rather Building Renovation	2016	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Demolition of Psychological Services Bldg	2016	\$161,294	\$0	\$161,294	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Gibbs Ranch Equine Arena	2016	\$10,000,000	\$0	\$0	\$0	\$0	\$10,000,000	\$0	\$0	Carry Over Amended
SHSU - Gibbs Ranch Meat Science Lab	2016	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SHSU - Gibbs Ranch Plant Science Field Lab	2016	\$4,216,000	\$0	\$0	\$0	\$0	\$4,216,000	\$0	\$0	Carry Over Amended
SHSU - Miscellaneous Campus Renovations 2016	2016	\$1,845,000	\$0	\$922,500	\$922,500	\$0	\$0	\$0	\$0	Carry Over



Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
SHSU - Storm Water Remediation at REC SPorts Fields - TC-17	2016	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
SHSU - TDCJ Building	2016	\$27,300,000	\$0	\$0	\$0	\$27,300,000	\$0	\$0	\$0	New Project
SHSU - Art Complex	2017	\$34,125,000	\$34,125,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
SHSU - Beto CJC & Blackwood LEMIT Repurpose	2017	\$2,600,000	\$0	\$0	\$0	\$2,600,000	\$0	\$0	\$0	New Project
SHSU - Campus Infrastructure Maintenance & Repair 2017	2017	\$1,450,000	\$0	\$1,232,500	\$217,500	\$0	\$0	\$0	\$0	Carry Over
SHSU - Demolition of Ag Complex	2017	\$938,655	\$0	\$938,655	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Demolition of Allen, Adams, Park Hill & Barrett Houses	2017	\$489,660	\$0	\$489,660	\$0	\$0	\$0	\$0	\$0	New Project
SHSU - Miscellaneous Campus Renovations 2017	2017	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - Thomason Building Renovation	2017	\$6,390,784	\$0	\$0	\$0	\$6,390,784	\$0	\$0	\$0	New Project
SHSU - Campus Infrastructure Maintenance & Repair 2018	2018	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - Custodial & Grounds Facilit	2018	\$4,137,975	\$0	\$0	\$0	\$4,137,975	\$0	\$0	\$0	New Project
SHSU - Demolition of ABIII	2018	\$987,768	\$0	\$987,768	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Demolition of Sorority Hill	2018	\$1,134,000	\$0	\$1,134,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Health & Kinesiology Building Renovation	2018	\$5,411,163	\$0	\$3,787,814	\$1,623,349	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Lowman Student Center Expansion	2018	\$34,500,000	\$0	\$0	\$1,500,000	\$33,000,000	\$0	\$0	\$0	Carry Over Amended
SHSU - Miscellaneous Campus Renovations 2018	2018	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - Music Building Renovation	2018	\$1,806,000	\$0	\$1,806,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - North Residence Hall Phase 2	2018	\$92,946,419	\$0	\$0	\$0	\$92,946,419	\$0	\$0	\$0	New Project
SHSU - Campus Infrastructure Maintenance & Repair 2019	2019	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - Demolition of Art Complex	2019	\$655,704	\$0	\$655,704	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Miscellaneous Campus Renovations 2019	2019	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
SHSU - Parking Surface Lot #25 (currently Art Complex bldgs)	2019	\$2,367,820	\$0	\$0	\$2,367,820	\$0	\$0	\$0	\$0	New Project
SHSU - University Theater Center Renovation	2019	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - 2020 Campus Infrastructure Maintenance & Repair	2020	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	New Project
SHSU - 2020 Miscellaneous Campus Renovations	2020	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	New Project
SHSU - Demolition of Custodial & Ground Facility	2020	\$331,038	\$0	\$331,038	\$0	\$0	\$0	\$0	\$0	New Project
SHSU - Demolition of Randel, Vick and Spivey Houses	2020	\$489,660	\$0	\$489,660	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - Demolition of West Plant	2020	\$265,725	\$0	\$0	\$265,725	\$0	\$0	\$0	\$0	New Project
SHSU - Newton Gresham Library Renovation	2020	\$47,075,578	\$47,075,578	\$0	\$0	\$0	\$0	\$0	\$0	New Project
SHSU - Parking Structure @ Bobby K. Marks & Bowers Blvd.	2020	\$36,847,138	\$0	\$0	\$1,842,357	\$35,004,781	\$0	\$0	\$0	New Project
<b>Sul Ross State University</b>										
SRSU - Campus Access Phase II - Master Plan	2015	\$3,093,548	\$3,025,617	\$67,931	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SRSU - E & G Repairs (Yr 3)	2015	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Life Safety (YR 3)	2015	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Briscoe Administration Building Renovation	2016	\$8,452,000	\$8,452,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Campus Access Phase III - Master Plan	2016	\$2,163,832	\$2,163,832	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
SRSU - E & G Repairs (Yr 4)	2016	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Fletcher Hall Addition & Renovation	2016	\$8,820,000	\$0	\$0	\$0	\$8,820,000	\$0	\$0	\$0	Carry Over Amended
SRSU - Life Safety (YR 4)	2016	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - University Visitor Center Construction	2016	\$776,000	\$0	\$776,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - E & G Repairs (Yr 5)	2017	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Kokernot Outdoor Theatre Renovation	2017	\$5,000,000	\$4,500,000	\$0	\$0	\$0	\$500,000	\$0	\$0	Carry Over

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
SRSU - Life Safety (YR 5)	2017	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Morelock Academic Building Renovation	2017	\$15,378,958	\$15,378,958	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Borderlands Research Institute	2018	\$13,227,000	\$0	\$0	\$0	\$0	\$13,227,000	\$0	\$0	Carry Over
SRSU - E & G Repairs (Yr 6)	2018	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Industrial Technology Building Renovation	2018	\$6,614,000	\$6,614,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Jackson Field Renovation	2018	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	Carry Over
SRSU - Kokernot Field Renovation	2018	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	Carry Over
SRSU - Life Safety (YR 6)	2018	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - E & G Repairs (Yr 7)	2019	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - E & G Repairs (Yr 8)	2019	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
SRSU - Life Safety (YR 7)	2019	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
SRSU - Life Safety (YR 8)	2019	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
SRSU - North Promenade & New Student Housing	2019	\$9,816,693	\$0	\$0	\$9,816,693	\$0	\$0	\$0	\$0	New Project
SRSU - Physical Plant Screen Wall/Landscape	2019	\$780,426	\$780,426	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
SRSU - Turner RAS Facility Expansion	2019	\$4,462,967	\$4,462,967	\$0	\$0	\$0	\$0	\$0	\$0	New Project
<b>Texas State University</b>										
TxSt- Alkek Library Learning Commons	2015	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	Carry Over Amended
TxSt- Alkek Library Renovations	2015	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$0	New Project
TxSt - Baseball/Softball Stadium Team Building	2015	\$8,129,557	\$0	\$0	\$8,129,557	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt- Bobcat Stadium Expansion: South End Zone	2015	\$24,000,000	\$0	\$0	\$0	\$20,815,000	\$3,185,000	\$0	\$0	Carry Over Amended
TxSt- Cogeneration Plant Addition	2015	\$4,055,408	\$0	\$0	\$0	\$4,055,408	\$0	\$0	\$0	Carry Over Amended
TxSt - Cogeneration Plant Gas Turbines	2015	\$45,000,000	\$0	\$0	\$0	\$0	\$0	\$45,000,000	\$0	Carry Over Amended

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
TxSt Deferred Maintenance 2015	2015	\$1,450,000	\$0	\$1,450,000	\$0	\$0	\$0	\$0	\$0	Carry Over
TxSt - DHRL Blanco Hall Renovations	2015	\$25,003,415	\$0	\$0	\$25,003,415	\$0	\$0	\$0	\$0	Carry Over
TxSt - Education Research & Visitor Center at Aquarena Center	2015	\$7,000,000	\$0	\$0	\$0	\$0	\$7,000,000	\$0	\$0	Carry Over
TxSt - Energy Retrofit 2015	2015	\$1,300,000	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$0	Carry Over
TxSt - Engineering & Science Building	2015	\$93,000,000	\$93,000,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - JC Mitte/Sabinal Renovations	2015	\$6,520,000	\$0	\$6,520,000	\$0	\$0	\$0	\$0	\$0	New Project
TxSt - LBJ Student Center Expansion	2015	\$35,550,000	\$0	\$0	\$0	\$0	\$0	\$35,550,000	\$0	New Project
TxSt - LBJ Student Center Renovation	2015	\$15,010,624	\$0	\$0	\$15,010,624	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - RR Health Professions No.1	2015	\$56,320,000	\$56,320,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt- Special Projects 2015	2015	\$8,200,000	\$0	\$0	\$0	\$0	\$0	\$8,200,000	\$0	Carry Over
TxSt - STAR One Expansio	2015	\$15,300,000	\$0	\$0	\$0	\$0	\$0	\$15,300,000	\$0	New Project
TxSt - Special Projects 2016	2016	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
TxSt - Alkek Library Repository	2016	\$5,900,000	\$0	\$0	\$0	\$0	\$5,900,000	\$0	\$0	Carry Over Amended
TxSt - Alumni Visitor Center	2016	\$4,990,825	\$0	\$0	\$0	\$0	\$4,990,825	\$0	\$0	Carry Over Amended
TxSt - Deferred Maintenance 2016	2016	\$1,550,000	\$0	\$1,550,000	\$0	\$0	\$0	\$0	\$0	Carry Over
TxSt - DHRL: Hilltop Complex	2016	\$147,928,053	\$0	\$0	\$0	\$147,928,053	\$0	\$0	\$0	Carry Over Amended
TxSt - East West Mall Connection	2016	\$1,212,700	\$0	\$0	\$1,212,700	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Lampasas Renovations (4th and 5th Floor)	2016	\$1,998,873	\$0	\$0	\$0	\$0	\$0	\$1,998,873	\$0	Carry Over
TxSt - Nueces Building Renovation	2016	\$2,750,000	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$0	New Project
TxSt - Old Main Exterior Repairs	2016	\$7,000,000	\$0	\$0	\$7,000,000	\$0	\$0	\$0	\$0	Carry Over
TxSt - RF Mitte Renovations	2016	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	New Project
TxSt - Strahan Renovations and Expansion	2016	\$49,440,000	\$0	\$39,034,800	\$10,405,200	\$0	\$0	\$0	\$0	Carry Over Amended

Project Name	Program Year	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
TxSt - Vivarium	2016	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Special Projects 2017	2017	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
TxSt- Deferred Maintenance 2017	2017	\$1,600,000	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	Carry Over
TxSt - Music Building	2017	\$56,705,000	\$56,705,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Bobcat Stadium West Side Expansion	2018	\$5,061,420	\$0	\$0	\$5,061,420	\$0	\$0	\$0	\$0	Carry Over
TxSt- Deferred Maintenance 2018	2018	\$1,650,000	\$0	\$1,650,000	\$0	\$0	\$0	\$0	\$0	Carry Over
TxSt - DHRL Retama Hall Renovations	2018	\$9,026,199	\$0	\$0	\$9,026,199	\$0	\$0	\$0	\$0	Carry Over
TxSt- Performing Arts Center - Performance Hall & Dance Studio	2018	\$35,000,000	\$0	\$0	\$0	\$0	\$35,000,000	\$0	\$0	Carry Over Amended
TxSt - RR Health Professions No.2	2018	\$35,000,000	\$35,000,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Special Projects 2018	2018	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
TxSt - Deferred Maintenance 2019	2019	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - RR Parking Garage	2019	\$32,899,230	\$0	\$0	\$0	\$0	\$0	\$32,899,230	\$0	Carry Over Amended
TxSt - Special Projects 2019	2019	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
TxSt - Deferred Maintenance 2020	2020	\$1,750,000	\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$0	New Project
TxSt - Special Projects 2020	2020	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	New Project
<b>Grand Totals:</b>		<b>\$1,520,319,752</b>	<b>\$491,552,497</b>	<b>\$136,111,979</b>	<b>\$117,541,059</b>	<b>\$422,401,180</b>	<b>\$163,369,697</b>	<b>\$189,343,340</b>	<b>\$0</b>	

# Capital Improvements Program

FY 2015-2020

Project Summary List

*Sorted by Project Year*

## TSUS Capital Improvements Program FY2015-2020 - Sorted by Year

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
<b>2015</b>										
2015	LSCPA - Allied Health Building Addition	\$4,145,237	\$2,500,000	\$0	\$0	\$0	\$0	\$1,645,237	\$0	Carry Over Amended
2015	LSCPA - Campus Central Plant - Phase I	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2015	LSCPA-Process Technology Lab	\$12,180,000	\$12,180,000	\$0	\$0	\$0	\$0	\$0	\$0	New Project
2015	LU - Annual Student Resident Hall Refurbishing 2015	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
2015	LU - Campus Infrastructure Repairs 2015	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2015	SHSU - Campus Infrastructure Maintenance & Repair 2015	\$3,790,000	\$0	\$3,221,500	\$568,500	\$0	\$0	\$0	\$0	Carry Over
2015	SHSU - Lee Drain Building Renovation	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2015	SHSU - Miscellaneous Campus Renovations 2015	\$2,015,000	\$0	\$1,007,500	\$1,007,500	\$0	\$0	\$0	\$0	Carry Over
2015	SHSU - Plant Ops - Energy Savings Phase 4	\$1,750,000	\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2015	SHSU - Utility Distribution from West Plant to Pirkle Tech Bldg	\$4,302,760	\$0	\$0	\$0	\$4,302,760	\$0	\$0	\$0	Carry Over Amended
2015	SRSU - Campus Access Phase II - Master Plan	\$3,093,548	\$3,025,617	\$67,931	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2015	SRSU - E & G Repairs (Yr 3)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2015	SRSU - Life Safety (YR 3)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2015	TxSt - Alkek Library Learning Commons	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	Carry Over Amended
2015	TxSt - Alkek Library Renovations	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	\$0	New Project
2015	TxSt - Baseball/Softball Stadium Team Building	\$8,129,557	\$0	\$0	\$8,129,557	\$0	\$0	\$0	\$0	Carry Over Amended
2015	TxSt - Bobcat Stadium Expansion: South End Zone	\$24,000,000	\$0	\$0	\$0	\$20,815,000	\$3,185,000	\$0	\$0	Carry Over Amended
2015	TxSt - Cogeneration Plant Addition	\$4,055,408	\$0	\$0	\$0	\$4,055,408	\$0	\$0	\$0	Carry Over Amended
2015	TxSt - Cogeneration Plant Gas Turbines	\$45,000,000	\$0	\$0	\$0	\$0	\$0	\$45,000,000	\$0	Carry Over Amended

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
2015	TxSt - Deferred Maintenance 2015	\$1,450,000	\$0	\$1,450,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2015	TxSt - DHRL Blanco Hall Renovations	\$25,003,415	\$0	\$0	\$25,003,415	\$0	\$0	\$0	\$0	Carry Over
2015	TxSt - Education Research & Visitor Center at Aquarena Center	\$7,000,000	\$0	\$0	\$0	\$0	\$7,000,000	\$0	\$0	Carry Over
2015	TxSt - Energy Retrofit 2015	\$1,300,000	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$0	Carry Over
2015	TxSt - Engineering & Science Building	\$93,000,000	\$93,000,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2015	TxSt - JC Mitte/Sabinal Renovations	\$6,520,000	\$0	\$6,520,000	\$0	\$0	\$0	\$0	\$0	New Project
2015	TxSt - LBJ Student Center Expansion	\$35,550,000	\$0	\$0	\$0	\$0	\$0	\$35,550,000	\$0	New Project
2015	TxSt - LBJ Student Center Renovation	\$15,010,624	\$0	\$0	\$15,010,624	\$0	\$0	\$0	\$0	Carry Over Amended
2015	TxSt - RR Health Professions No.1	\$56,320,000	\$56,320,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2015	TxSt - Special Projects 2015	\$8,200,000	\$0	\$0	\$0	\$0	\$0	\$8,200,000	\$0	Carry Over
2015	TxSt - STAR One Expansion	\$15,300,000	\$0	\$0	\$0	\$0	\$0	\$15,300,000	\$0	New Project
<b>2016</b>										
2016	LIT - TA Buildings Renovations/Replacement	\$16,504,683	\$12,000,000	\$4,504,683	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	LSCO - Multipurpose Building	\$17,778,000	\$15,778,000	\$2,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	LSCPA - Campus Central Plant - Phase II	\$7,210,000	\$7,210,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	LU - Annual Student Resident Hall Refurbishing 2016	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
2016	LU - Campus Infrastructure Repairs 2016	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2016	LU - New Science Building	\$41,174,306	\$41,174,306	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	SHSU - Bowers Stadium West Side Improvements	\$23,929,777	\$0	\$0	\$0	\$0	\$23,929,777	\$0	\$0	Carry Over Amended
2016	SHSU - Campus Infrastructure Maintenance & Repair 2016	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
2016	SHSU - CMIT/LEMIT/PRC Facility & Infrastructure	\$43,750,000	\$0	\$0	\$3,000,000	\$32,000,000	\$0	\$8,750,000	\$0	Carry Over Amended
2016	SHSU - Dan Rather Building Renovation	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended



Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
2016	SHSU - Demolition of Psychological Services Bldg	\$161,294	\$0	\$161,294	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	SHSU - Gibbs Ranch Equine Arena	\$10,000,000	\$0	\$0	\$0	\$0	\$10,000,000	\$0	\$0	Carry Over Amended
2016	SHSU - Gibbs Ranch Meat Science Lab	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	SHSU - Gibbs Ranch Plant Science Field Lab	\$4,216,000	\$0	\$0	\$0	\$0	\$4,216,000	\$0	\$0	Carry Over Amended
2016	SHSU - Miscellaneous Campus Renovations 2016	\$1,845,000	\$0	\$922,500	\$922,500	\$0	\$0	\$0	\$0	Carry Over
2016	SHSU - Storm Water Remediation at REC SPorts Fields - TC-17	\$1,800,000	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
2016	SHSU - TDCJ Building	\$27,300,000	\$0	\$0	\$0	\$27,300,000	\$0	\$0	\$0	New Project
2016	SRSU - Briscoe Administration Building Renovation	\$8,452,000	\$8,452,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	SRSU - Campus Access Phase III - Master Plan	\$2,163,832	\$2,163,832	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2016	SRSU - E & G Repairs (Yr 4)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	SRSU - Fletcher Hall Addition & Renovation	\$8,820,000	\$0	\$0	\$0	\$8,820,000	\$0	\$0	\$0	Carry Over Amended
2016	SRSU - Life Safety (YR 4)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	SRSU - University Visitor Center Construction	\$776,000	\$0	\$776,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	TxSt - Special Projects 2016	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
2016	TxSt - Alkek Library Repository	\$5,900,000	\$0	\$0	\$0	\$0	\$5,900,000	\$0	\$0	Carry Over Amended
2016	TxSt - Alumni Visitor Center	\$4,990,825	\$0	\$0	\$0	\$0	\$4,990,825	\$0	\$0	Carry Over Amended
2016	TxSt - Deferred Maintenance 2016	\$1,550,000	\$0	\$1,550,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2016	TxSt - DHRL: Hilltop Complex	\$147,928,053	\$0	\$0	\$0	\$147,928,053	\$0	\$0	\$0	Carry Over Amended
2016	TxSt - East West Mall Connection	\$1,212,700	\$0	\$0	\$1,212,700	\$0	\$0	\$0	\$0	Carry Over Amended
2016	TxSt - Lampasas Renovations (4th and 5th Floor)	\$1,998,873	\$0	\$0	\$0	\$0	\$0	\$1,998,873	\$0	Carry Over
2016	TxSt - Nueces Building Renovation	\$2,750,000	\$0	\$2,750,000	\$0	\$0	\$0	\$0	\$0	New Project
2016	TxSt - Old Main Exterior Repairs	\$7,000,000	\$0	\$0	\$7,000,000	\$0	\$0	\$0	\$0	Carry Over

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
2016	TxSt - RF Mitte Renovations	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	New Project
2016	TxSt - Strahan Renovations and Expansion	\$49,440,000	\$0	\$39,034,800	\$10,405,200	\$0	\$0		\$0	Carry Over Amended
2016	TxSt - Vivarium	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
<b>2017</b>										
2017	LIT - Student Service Learning Center	\$16,202,972	\$12,000,000	\$4,202,972	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2017	LU - Annual Student Resident Hall Refurbishing 2017	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
2017	LU - Campus Infrastructure Repairs 2017	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2017	LU - Cherry Engineering Lab Addition II	\$19,606,813	\$19,606,813	\$0	\$0	\$0	\$0		\$0	Carry Over Amended
2017	SHSU - Art Complex	\$34,125,000	\$34,125,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
2017	SHSU - Beto CJC & Blackwood LEMIT Repurpose	\$2,600,000	\$0	\$0	\$0	\$2,600,000	\$0	\$0	\$0	New Project
2017	SHSU - Campus Infrastructure Maintenance & Repair 2017	\$1,450,000	\$0	\$1,232,500	\$217,500	\$0	\$0	\$0	\$0	Carry Over
2017	SHSU - Demolition of Ag Complex	\$938,655	\$0	\$938,655	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2017	SHSU - Demolition of Allen, Adams, Park Hill & Barrett Houses	\$489,660	\$0	\$489,660	\$0	\$0	\$0	\$0	\$0	New Project
2017	SHSU - Miscellaneous Campus Renovations 2017	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over
2017	SHSU - Thomason Building Renovation	\$6,390,784	\$0	\$0	\$0	\$6,390,784	\$0	\$0	\$0	New Project
2017	SRSU - E & G Repairs (Yr 5)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2017	SRSU - Kokernot Outdoor Theatre Renovation	\$5,000,000	\$4,500,000	\$0	\$0	\$0	\$500,000	\$0	\$0	Carry Over
2017	SRSU - Life Safety (YR 5)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2017	SRSU - Morelock Academic Building Renovation	\$15,378,958	\$15,378,958	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
2017	TxSt - Special Projects 2017	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
2017	TxSt - Deferred Maintenance 2017	\$1,600,000	\$0	\$1,600,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2017	TxSt - Music Building	\$56,705,000	\$56,705,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
<b>2018</b>										
2018	LU - Performing Arts Center	\$42,921,095	\$0	\$0	\$0	\$0	\$42,921,095		\$0	Carry Over Amended
2018	LU - Annual Student Resident Hall Refurbishing 2018	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
2018	LU - Campus Infrastructure Repairs 2018	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2018	SHSU - Campus Infrastructure Maintenance & Repair 2018	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
2018	SHSU - Custodial & Grounds Facility	\$4,137,975	\$0	\$0	\$0	\$4,137,975	\$0	\$0	\$0	New Project
2018	SHSU - Demolition of ABill	\$987,768	\$0	\$987,768	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2018	SHSU - Demolition of Sorority Hill	\$1,134,000	\$0	\$1,134,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2018	SHSU - Health & Kinesiology Building Renovation	\$5,411,163	\$0	\$3,787,814	\$1,623,349	\$0	\$0	\$0	\$0	Carry Over Amended
2018	SHSU - Lowman Student Center Expansion	\$34,500,000	\$0	\$0	\$1,500,000	\$33,000,000	\$0	\$0	\$0	Carry Over Amended
2018	SHSU - Miscellaneous Campus Renovations 2018	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over
2018	SHSU - Music Building Renovation	\$1,806,000	\$0	\$1,806,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2018	SHSU - North Residence Hall Phase 2	\$92,946,419	\$0	\$0	\$0	\$92,946,419	\$0	\$0	\$0	New Project
2018	SRSU - Borderlands Research Institute	\$13,227,000	\$0	\$0	\$0	\$0	\$13,227,000	\$0	\$0	Carry Over
2018	SRSU - E & G Repairs (Yr 6)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2018	SRSU - Industrial Technology Building Renovation	\$6,614,000	\$6,614,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
2018	SRSU - Jackson Field Renovation	\$3,000,000	\$0	\$0	\$0	\$0	\$3,000,000	\$0	\$0	Carry Over
2018	SRSU - Kokernot Field Renovation	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	Carry Over
2018	SRSU - Life Safety (YR 6)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2018	TxSt - Bobcat Stadium West Side Expansion	\$5,061,420	\$0	\$0	\$5,061,420	\$0	\$0	\$0	\$0	Carry Over
2018	TxSt - Deferred Maintenance 2018	\$1,650,000	\$0	\$1,650,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2018	TxSt - DHRL Retama Hall Renovations	\$9,026,199	\$0	\$0	\$9,026,199	\$0	\$0	\$0	\$0	Carry Over

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
2018	TxSt - Performing Arts Center - Performance Hall & Dance Studio	\$35,000,000	\$0	\$0	\$0	\$0	\$35,000,000	\$0	\$0	Carry Over Amended
2018	TxSt - RR Health Professions No.2	\$35,000,000	\$35,000,000	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2018	TxSt - Special Projects 2018	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
<b>2019</b>										
2019	LU - Annual Student Resident Hall Refurbishing 2019	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	New Project
2019	LU - Campus Infrastructure Repairs 2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2019	LU - Mary & John Gray Library New Fire Sprinkler System	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	New Project
2019	LU - Vincent-Beck Baseball Stadium Renovation	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	Carry Over Amended
2019	SHSU - Campus Infrastructure Maintenance & Repair 2019	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	Carry Over
2019	SHSU - Demolition of Art Complex	\$655,704	\$0	\$655,704	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
201	SHSU - Miscellaneous Campus Renovations 2019	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	Carry Over
2019	SHSU - Parking Surface Lot #25 (currently Art Complex bldgs)	\$2,367,820	\$0	\$0	\$2,367,820	\$0	\$0	\$0	\$0	New Project
2019	SHSU - University Theater Center Renovation	\$1,500,000	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2019	SRSU - E & G Repairs (Yr 7)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	Carry Over
2019	SRSU - E & G Repairs (Yr 8)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
2019	SRSU - Life Safety (YR 7)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
2019	SRSU - Life Safety (YR 8)	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	New Project
2019	SRSU - North Promenade & New Student Housing	\$9,816,693	\$0	\$0	\$9,816,693	\$0	\$0	\$0	\$0	New Project
2019	SRSU - Physical Plant Screen Wall/Landscape	\$780,426	\$780,426	\$0	\$0	\$0	\$0	\$0	\$0	Carry Over
2019	SRSU - Turner RAS Facility Expansion	\$4,462,967	\$4,462,967	\$0	\$0	\$0	\$0	\$0	\$0	New Project
2019	TxSt - Deferred Maintenance 2019	\$1,700,000	\$0	\$1,700,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2019	TxSt - RR Parking Garage	\$32,899,230	\$0	\$0	\$0	\$0	\$0	\$32,899,230	\$0	Carry Over Amended

Program Year	Project Name	Total Project Cost	Tuition Revenue Bonds	HEAF	Auxiliary or Unexpended Funds	TSUS Bonds	Gifts	Other (1)	Other (2)	CIP Status
2019	TxSt - Special Projects 2019	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	Carry Over
<b>2020</b>										
2020	SHSU - 2020 Campus Infrastructure Maintenance & Repair	\$1,450,000	\$0	\$1,160,000	\$290,000	\$0	\$0	\$0	\$0	New Project
2020	SHSU - 2020 Miscellaneous Campus Renovations	\$1,700,000	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	New Project
2020	SHSU - Demolition of Custodial & Ground Facility	\$331,038	\$0	\$331,038	\$0	\$0	\$0	\$0	\$0	New Project
2020	SHSU - Demolition of Randel, Vick and Spivey Houses	\$489,660	\$0	\$489,660	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
2020	SHSU - Demolition of West Plant	\$265,725	\$0	\$0	\$265,725	\$0	\$0	\$0	\$0	New Project
2020	SHSU - Newton Gresham Library Renovation	\$47,075,578	\$47,075,578	\$0	\$0	\$0	\$0	\$0	\$0	New Project
2020	SHSU - Parking Structure @ Bobby K. Marks & Bowers Blvd.	\$36,847,138	\$0	\$0	\$1,842,357	\$35,004,781	\$0	\$0	\$0	New Project
2020	TxSt - Deferred Maintenance 2020	\$1,750,000	\$0	\$1,750,000	\$0	\$0	\$0	\$0	\$0	New Project
2020	TxSt - Special Projects 2020	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	\$0	New Project
	<b>GRAND TOTALS:</b>	<b>\$1,520,319,752</b>	<b>\$491,552,497</b>	<b>\$136,111,979</b>	<b>\$117,541,059</b>	<b>\$422,401,180</b>	<b>\$163,369,697</b>	<b>\$189,343,340</b>	<b>\$0</b>	

**Project Planning Forms for New Projects Over \$4 Million  
and  
Projects that have been Significantly Amended**

PROJECT NAME	PROGRAM YEAR	PROJECT AMOUNT
<b><i>New Projects Over \$4 Million</i></b>		
LSCPA - Process Technology Lab	2015	\$12,180,000.00
SHSU - TDCJ Building	2016	\$27,300,000.00
SHSU - Thomason Building Renovation	2017	\$6,390,784.00
SHSU - Custodial & Grounds Facility	2018	\$4,137,975.00
SHSU - North Residence Hall Phase 2	2018	\$92,946,419.00
SHSU - Newton Gresham Library Renovation	2020	\$47,075,578.00
SHSU - Parking Structure @ Bobby K. Marks & Bowers Blvd.	2020	\$36,847,138.00
SRSU - North Promenade and New Student Housing	2019	\$9,816,693.00
SRSU - Turner RAS Facility Expansion	2019	\$4,462,967.00
TxSt - Alkek Library Renovations	2015	\$8,000,000.00
TxSt - JC Mitte/Sabinal Renovations	2015	\$6,520,000.00
TxSt - LBJ Student Center Expansion	2015	\$35,550,000.00
TxSt - Star One Expansion	2015	\$15,300,000.00
TxSt - Special Projects 2020	2020	\$8,000,000.00
<b><i>Projects that have been significantly amended</i></b>		
SHSU - CMIT/LEMIT/PRC Facility & Infrastructure	2016	\$43,750,000.00
SHSU - Gibbs Ranch Equine Area	2016	\$10,000,000.00
TxSt - Baseball/Softball Stadium Team Building	2015	\$8,129,557.00
TxSt - Engineering & Science Building	2015	\$93,000,000.00
TxSt - Strahan Renovations and Expansion	2016	\$49,440,000.00

## **EXECUTIVE SUMMARY**

### **Planning and Construction Report**

#### **May 2014**

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of April 10, 2014.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.
3. Final Reports for following projects:
  - Round Rock Higher Education Nursing Building at Texas State University
  - South Campus Utility Upgrades at Texas State University
  - Tomas Rivera Drive and Student Center Drive at Texas State University
  - Undergraduate Academic Center at Texas State University
  - Campus Operations project at Sul Ross State University

TSUS presently has nine projects valued at approximately \$111 million in the planning stage. Currently, twelve projects are in design

valued at approximately \$263 million. Four projects valued at approximately \$97 million are in various stages of construction but have not yet reached substantial completion. We continue the trend of completing significant projects and five final reports are submitted with the May Board agenda materials. The preceding summary excludes projects under \$1 million that are proceeding under Presidential authority.

In preparation for Tuition Revenue Bond requests for the 2015 Legislative session, several projects have been added to the list of projects for which funding has not yet been identified. These projects either have already completed programming or will have done so in the near future. In addition, several projects that did not receive TRB funding in the last Legislative session have had programming updates. Should funding be secured, these projects will be ready to be initiated.

May, 2014

### TSUS Capital Projects (funding identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	Final report will be presented at the August 2014 Board meeting.
LSC-O	Nursing and Classroom Building	\$ 10,181,120.00	8-Close-out	November, 2012	August, 2013	Project close-out is expected to be complete in May 2014.
LSC-PA	Student Housing	\$ 6,600,000.00	3-Procurement	TBA	August, 2015	Solicitation of a private development firm is nearly complete.
LU	Renovation of Setzer Center	\$ 8,200,000.00	2-Programming	TBD	August, 2021	
LU	Regional Center for Innovation and Commercialization	\$ 9,800,000.00	4-Schematic Design	TBD	June, 2015	Funded by a HUD grant administered through GLO.
LU	New Administration & Honors Building	\$ 17,000,000.00	4-Schematic Design	TBD	November, 2015	Formerly known as Brooks-Shivers Renovation
LU	New Softball Field	\$ 2,500,000.00	4-Schematic Design	TBD	August, 2015	Authority for project execution has been delegated to the University.
SHSU	South Dining	\$ 13,200,000.00	2-Programming	TBD	August, 2016	
SHSU	Fred Pirkle Engineering Technology Center	\$ 21,631,538.00	4-Schematic Design	TBD	August, 2016	Formerly known as the Agriculture and Technology Building
SHSU	South Residential Complex	\$ 64,400,000.00	4-Schematic Design	TBD	August, 2016	
SHSU	South District Parking & Related Infrastructure	\$ 4,325,000.00	4-Schematic Design	TBD	December, 2014	
SHSU	Woodlands Level 4 Nursing Build-out	\$ 1,000,000.00	4-Schematic Design	TBD	December, 2014	
SHSU	Sycamore Vivarium	\$ 1,625,000.00	6-Construction Document	June, 2014	December, 2014	Authority for project execution has been delegated to the University.
SHSU	Student Health and Counseling Center Expansion	\$ 11,332,000.00	7-Construction	October, 2013	August, 2014	
SHSU	Sam Houston Village Renovations	\$ 7,418,472.00	8-Close-out	October, 2011	December, 2013	Project was substantially complete on December 6, 2013.
SHSU	University Camp Phase 2	\$ 4,871,145.00	8-Close-out	December, 2012	September, 2013	Substantially complete on September 3, 2013.
Sul Ross	Campus Access (Phase I)	\$ 1,081,600.00	2-Planning	TBD	December, 2015	
Sul Ross	Campus Operations	\$ 6,580,251.00	8-Close-out	March, 2012	November, 2012	Final report is included with the Board materials for this meeting.
Sul Ross	Jackson Field Improvements	\$ 1,325,000.00	8-Close-out	July, 2013	November, 2013	
TxST	CoGeneration Plant Gas Turbines	\$ 45,000,000.00	2-Planning	TBD	TBD	Public-private partnership is expected delivery method for this project.
TxST	Baseball/Softball Team Building	\$ 9,000,000.00	2-Planning	TBD	TBD	Feasibility study was completed in February, 2014.
TxST	JC Mitte Renovations	\$ 6,250,000.00	2-Planning	TBD	TBD	Feasibility study was completed in November, 2013.
TxST	LBJ Student Center Renovation	\$ 15,010,624.00	2-Programming	TBD	TBD	
TxST	RF Mitte Renovations	\$ 2,000,000.00	2-Planning	TBD	TBD	Feasibility study is in process.
TxST	Strahan Expansion and Renovations	\$ 49,440,000.00	2-Planning	TBD	TBD	Feasibility study was completed in November, 2013.
TxST	Jones Dining Hall Renovation	\$ 23,671,000.00	5-Design Development	December, 2014	TBD	
TxST	Bobcat Trail Utility Updates	\$ 6,300,000.00	6-Construction Document	June, 2014	December, 2015	
TxST	Residence Life Housing, Phase II: Moore Street Housing	\$ 59,834,337.00	6-Construction Document	August, 2014	May, 2016	
TxST	Bobcat Trail Mall Redevelopment	\$ 5,488,888.00	6-Construction Document	June, 2014	December, 2015	
TxST	Comal Building Renovation	\$ 13,850,000.00	7-Construction	May, 2013	June, 2014	Formerly known as Psychology Building Renovations
TxST	Electrical Infrastructure Upgrades	\$ 11,800,000.00	7-Construction	January, 2012	June, 2016	Phase 1 was substantially complete in January 2013.
TxST	Performing Arts Center Complex	\$ 83,243,646.00	7-Construction	August, 2011	September, 2013	Post-substantial completion punch list items are being addressed.
TxST	Department of Housing and Residence Life: Phase I	\$ 60,486,000.00	7-Construction	November, 2012	June, 2014	
TxST	South Campus Utility Upgrades	\$ 6,000,000.00	8-Close-out	August, 2011	September, 2013	Final report is included with the Board materials for this meeting.
TxST	Old Main Roof Replacement	\$ 3,500,000.00	8-Close-out	December, 2012	January, 2014	Final report for this delegated project was submitted to the System Office in April, 2014.
TxST	North Campus Housing	\$ 46,125,712.00	8-Close-out	October, 2010	July, 2012	Final report will be presented at the August 2014 Board Meeting.
TxST	Relocation of Tomas Rivera Dr and Realignment of St	\$ 8,371,938.00	8-Close-out	June, 2008	Summer, 2012	Final report is included with the Board materials for this meeting.
TxST	RRHEC #2 Nursing Building	\$ 35,959,755.00	8-Close-out	January, 2009	June, 2013	Final report is included with the Board materials for this meeting.
TxST	Undergraduate Academic Center	\$ 47,700,000.00	8-Close-out	June, 2010	August, 2013	Final report is included with the Board materials for this meeting.
<b>TOTAL:</b>		<b>\$ 734,893,026.00</b>				

May, 2014

### TSUS Projects Not Currently Moving Forward (funding not yet identified)

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Student Service Learning Center	\$ 16,202,972.00	On hold - funding	TBD	TBD	Programming complete
LIT	TA Buildings Renovation	\$ 16,504,683.00	On hold - funding	TBD	TBD	Technology Training and Education Buildings project will accomplish part of this
SHSU	Health and Life Sciences Building & Campus Infrastructure	\$ 110,000,000.00	On hold - funding	TBD	TBD	Formerly known as Biology, Nursing, and Allied Health Building.
SHSU	Gibbs Ranch Equine Arena	\$ 10,000,000.00	On hold - funding	TBD	TBD	Programming is in progress.
SHSU	I-45 Recreational Complex	\$ 10,000,000.00	On hold - funding	TBD	TBD	Reprogramming approved in August 2013.
SHSU	Lowman Student Center Expansion	\$ 30,000,000.00	On hold - funding	TBD	TBD	Programming is complete.
SHSU	Plant Science Field Lab at Gibbs Ranch	\$ 3,600,000.00	On hold - funding	TBD	TBD	Programming complete
SHSU	CMIT/LEMIT/PRC Facility & Infrastructure	\$ 43,750,000.00	On hold - funding	TBD	TBD	Pending master plan approval of the 78 acre tract.
TxST	Alkek Library Learning Commons	\$ 2,500,000.00	On hold - funding	TBD	TBD	Feasibility Study is complete.
TxST	Alkek Library Repository	\$ 5,920,000.00	On hold - funding	TBD	TBD	Feasibility Study is complete.
TxST	Engineering and Science Building	\$ 91,582,161.00	On hold - funding	TBD	TBD	Existing facility program has been updated for TRB submission in 2013
TxST	Music Building	\$ 56,705,000.00	On hold - funding	TBD	TBD	Programming complete
TxST	RRHEC #3 (Health Professions 1)	\$ 48,820,000.00	On hold - funding	TBD	TBD	If TRB is approved by the Legislature, a Gross Anatomy Lab will be added to this project.
TxST	RRHEC #4 (Health Professions 2)	\$ 31,900,000.00	On hold - funding	TBD	TBD	Programming complete
TxST	STAR One Expansion	\$ 10,000,000.00	On hold - funding	TBD	TBD	Programming is being finalized.
<b>TOTAL:</b>		<b>\$ 487,484,816.00</b>				



## Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	9	\$ 110,782,224.00	15.07%
Design (pre-Board approval)	10	\$ 251,150,763.00	34.18%
Design (post-Board approval)	2	\$ 11,425,000.00	1.55%
Construction*	4	\$ 97,468,000.00	13.26%
Post-substantial completion**	13	\$ 264,067,039.00	35.93%
<b>TOTAL:</b>	<b>38</b>	<b>\$ 734,893,026.00</b>	<b>100%</b>

\*See chart below for detail

\*\*Includes projects in close-out

## Projects In Construction

FY	Number of Projects	Total Project Value	Percent of Total
Completion FY 2014	4	\$ 168,911,646.00	93.47%
Completion FY 2015	0	\$ -	0.00%
Completion FY 2016	1	\$ 11,800,000.00	6.53%
<b>TOTAL:</b>	<b>8</b>	<b>\$ 180,711,646.00</b>	<b>100%</b>



**Lamar State College-Orange  
Summary  
(as of April 10, 2014)**

**I. Project Planning & Programming**

N/A

**II. Design/Construction/Document Phase**

N/A

**III. Construction Phase**

1) Nursing and Classroom Building

Architect/Engineer: PBK Architects

Est. Cost: \$10,181,120

Construction Manager-At-Risk: SpawGlass

Est. Completion: August 2013

Project Manager: Hill International, Inc.

A notice to proceed with the construction phase of the project was issued to the Construction Manager-At-Risk, SpawGlass, on September 12, 2012. The project includes the replacement of three cooling towers at the Central Plant to gain efficiencies and allow connectivity to the new building. The project is 100% complete. The building is fully occupied and clinical labs previously held off site, within a hospital environment for simulation classes, are now conducted in the new building's state of the art Simulation Lab. Project close-out is in process.

**IV. Completed Projects**

N/A

**Lamar State College-Port Arthur  
Summary  
(as of April 10, 2014)**

**I. Project Planning & Programming**

1) Student Housing Project

Developer: TBD

Est. Cost: \$6,600,000  
Est. Completion: August 1, 2015

Procurement of a private development firm is expected to be concluded in April 2014 for this project. The private firm's role will include designing and constructing student housing, providing project financing as required to allow for competitive leasing rates, and providing ongoing management of the facility for the term of the underlying ground lease, or until terminated by the College, whichever date is first. The Developer will be asked to enter into a comprehensive development agreement for planning, design, financing, construction, management and operation of the student housing facility to include suite-style bedrooms with a total bed count of 100 (one hundred). In addition, the project has qualified for a \$1,000,000 grant from the Port Arthur Economic Development Corporation (PAEDC). The project also qualifies for \$1 million in the form of a gap loan once the College procures a Developer. Such additional funding, if secured, would be made available to the Developer as additional financing for the project and would be expected to reduce appropriately the room rental rate charged to students living in the Project.

**II. Design/Construction/Document Phase**

N/A

**III. Construction Phase**

N/A

**IV. Completed Projects**

N/A

**Lamar University**  
**Summary**  
**(as of April 10, 2014)**

**I. Project Planning & Programming**

1) Renovation of Setzer Student Center

Programming Firm: Facility Programming & Consulting	Est. Cost:	\$8,200,000.00
	Est. Completion:	2021

This project will accomplish selective demolition and total renovations of the existing Setzer Student Center Building over three phases starting in 2015. It will include administrative support areas, general faculty and staff offices, student activities center for welcoming new or potential students and classroom, meeting areas and ballroom. The project is currently in the programming phase.

**II. Design/Construction Document Phase**

2) New Administration & Honors Building (formerly Brooks-Shivers Renovation)

Architect: Page Southerland Page	Est. Cost:	\$17,000,000.00
Contractor: SpawGlass Construction Corp.	Est. Completion:	November 2015
Project Manager: Hill International		

A Facility Condition and Assessment was performed in August 2011 by Johnston, LLC, of Houston, Texas. The complex comprises three dormitory buildings; Buildings A, B, and C, all constructed in 1967.

The preliminary strategy for the Brooks-Shivers Residence Hall is to demolish all three Buildings A, B and C and build a new 2-story structure along with the reprogramming of the building. The New Administration Building will house the Lamar University President's Office including all administrative support personnel that are under the President, Finance and Operations areas, general faculty and staff offices, a student activities center for welcoming new or potential students, new parking and similar permit registration offices and a conferencing center. The project is currently being revised with a new building schematic design. Demolition is anticipated to begin on March 27, 2014.

3) New Softball Field

Programming Firm: Facility Programming & Consulting	Est. Cost:	\$2,500,000
Architect: Brown Reynolds Watford Architects, Inc.	Est. Completion:	August 2015
Contractor: Allco		

Lamar University is initiating play in Women's NCAA Division 1 Softball and anticipates joining conference play in the fall of 2013. Therefore, the University desires to construct a Competition Softball Complex to be completed by August

2013. The preliminary budget for the complex is in the range of \$2.0 to \$2.5 million. The new softball complex will be located adjacent to the recently constructed competition soccer complex and will share support facilities including parking and a support building that houses locker rooms, offices, restrooms, and concessions. The softball complex will be designed to meet NCAA Division 1 standards and will include a lighted, natural grass field, seating for 500 to 2,000 spectators, hitting/pitching practice facilities, and a storage facility. Authority to execute this project has been delegated to the President.

4) Regional Center for Innovation and Commercialization

Programming/Architect: Long Architects Inc.      Est. Cost:                      \$9,800,000  
Contractor: KBR Building Group, LLC              Est. Completion: August 15, 2015  
Project Manager: Hill International

Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University to be funded by a HUD grant. The Innovation and Commercialization Center will house a Technology Business incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility is envisioned to have between 22,000 to 24,000 gross square feet of which approximately one-half of the gross square footage is to be unfinished for future tenants. The project is in design.

**III. Construction Phase**

N/A

**IV. Completed Projects**

N/A

**Sam Houston State University  
Summary  
(as of April 10, 2014)**

**I. Project Planning & Programming**

1) South Dining

Programmer/Architect: Kirksey Architects	Est. Cost:	\$13,200,000
Contractor: TBD July 2014	Est. Completion:	August 2016

The proposed 32,000 square foot food service/dining facility will be located adjacent to the existing South Paw dining as an enhancement to support the south food service capacity. The existing bakery and food service offices will be moved from the Belvin basement to the new facility. The expansion will be located over an existing parking lot. Extension of utilities will be necessary to support the facility. Kirksey was selected as Architect in March 2014 for design services and programming has commenced.

2) Health and Life Sciences Building (formerly Biology, Health Sciences and Shared Equipment Building) & Campus Infrastructure

Programmer: Facility Programming & Consulting	Est. Cost:	\$110,000,000
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This project is the consolidation of two projects on the FY2014-FY2019 CIP: the Biology, Nursing and Allied Health Building and the Shared Equipment Building. Programming is underway in anticipation of a possible Tuition Revenue Bond request. The Biology, Nursing and Allied Health Building, was not funded. The building is proposed to include consolidated instructional, research, and administrative areas for Biology, a Health Science Dean's suite, instructional, research, and administrative areas for Nursing, Forensic Science program a Shared Equipment area providing research capabilities, and common instructional and building support areas. Preliminary analysis suggests the building would provide approximately 200,000 gross square feet.

3) Gibbs Ranch Equine Arena

Programmer: Facilities Programming and Consulting	Est. Cost:	\$10,000,000
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The project was previously under Gibbs Ranch Ag Arena as listed in the FY2014-2019 CIP. Due to the specialized need for program specific functionality the project was separated from the existing CIP project. Programming kick-off started in February 2014. The new facility will support the academic growth in equestrian and animal sciences, as the Department of Agricultural and Industrial Sciences continues to set enrollment records. Equine Science is one of the more rapidly growing areas and currently serves as an option for a minor to students. Likewise,

the population of horses and interest in equine production and training along the I-45 corridor between Dallas and Houston is the state's largest student interest in equine science parallels the population statistics and Sam Houston State University is situated at the hub of this interest. The current facilities do not meet the demands and objectives for academic outcomes and research agendas.

4) CMIT/LEMIT/PRC Facility & Infrastructure

Programmer: Facilities Programming and Consulting Est. Cost: \$43,750,000

Correction Management Institute of Texas (CMIT) and Law Enforcement Management Institute of Texas (LEMIT) are expanding their services to the law enforcement community throughout the state and nation. These activities are located in the George J. Beto Criminal Justice Center (Beto CJC) where SHSU's Criminal Justice (CJ) academic program is housed. By relocating the non-academic programs off campus, SHSU's Criminal Justice College will be able to expand as anticipated. The Police Research Center (PRC) has been a long-term endeavor to develop a comprehensive police information management system, the Criminal Research, Information Management, and Evaluation System (CRIMES), which also be located in the new facility. Programming was approved in November 2013. The project will be located north of main campus on 78 acres which were transferred by Texas Department Criminal Justice to TSUS for the use of Sam Houston State University in the 83<sup>rd</sup> Legislative Session. This parcel is currently being master planned with this project being part of the first phase.

5) I-45 Recreational Complex

Programmer: Facilities Programming and Consulting Est. Cost: \$10,000,000

This project originally combined athletics and recreational sports into the existing Agriculture campus and Holleman field areas; however, budget estimates did not align with University projected budgets. Therefore, the programming restarted with only the recreational components included and the project is being reprogrammed in phases. Programming was approved in August 2013 and will be used to support the Capital Campaign. The project is on hold pending funding.

6) Gibbs Ranch Plant Science Field Lab

Programmer: Facilities Programming and Consulting Est. Cost: \$3,600,000

The project is envisioned as a replacement facility for the existing Horticulture operations currently at the I-45 Ag Complex, and provides opportunity for growth of departmental capabilities to better serve students. It consolidates greenhouses, shared classroom/research lab space, and a series of gardens and exterior amenities totaling 8,500 gross square feet and 7,500 square feet respectively. The architectural program was approved in April 2012 and the project is awaiting funding.



7) Lowman Student Center Expansion

Programmer: Facilities Programming and Consulting      Est. Cost: \$30,000,000

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 project is awaiting funding.

**II. Design/Construction Document Phase**

8) Fred Pirkle Technology Center (formerly known as Agriculture and Technology Building)

Architect: The Lawrence Group Architects      Est. Cost:      \$21,631,538  
Contractor: The Whiting-Turner Contracting Co.      Est. Completion: August 2016

The building will house future programs for the Engineering Technology program as well as consolidate existing programs currently being taught in multiple locations. Programming is complete. An architect and a construction manager-at-risk were recently selected. Schematic Design was expected to begin mid-April 2014.

9) South Residential Complex

Architect: SHW Group /Treanor Architects      Est. Cost:      \$64,400,000  
Contractor: Linbeck      Est. Completion: August 2016

The Project includes construction of two new 335-bed residence halls (670 beds total) of approximately 105,000 gross square foot each. Large open green space and pedestrian walkways will provide ample access in both directions. The project will include a modular chiller plant and associated infrastructure to support the residence halls and a future dining facility. The project is intended to create the south residential district of the Sam Houston campus.

10) South District Parking & Related Infrastructure

Architect: Gessner Engineering      Est. Cost:      \$4,325,000  
Contractor: TBD July 2014      Est. Completion: December 2014

This project includes construction of approximately 400 parking spaces, concrete surface sidewalks, the 22nd Street extension between Avenue J and Avenue I, and underground storm water detention facilities. It will be located on the site of the recently purchased Richmond Apartments and adjacent parking lots. Design began in February 2014.

11) The Woodlands Center Level 4 Nursing Build out

Architect: WHR Architects Est. Cost: \$1,000,000  
Contractor: Vaughn Construction Est. Completion: December 2014

A project to build out level 4 at The Woodlands Center for the nursing program upper level classes kicked off in November 2013. The program is complete and design documents are being developed.

12) Sycamore Vivarium

Architect: FKP Architects Est. Cost: \$ 1,625,000  
Contractor: Vaughn Construction Est. Completion December 2014

Design kick-off started 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. The Guaranteed Maximum Price has been confirmed. Construction is expected to begin in June 2014.

**III. Construction Phase**

13) Student Health and Counseling Center

Architect: Lawrence Group Est. Cost: \$11,332,000  
Contractor: Tellepsen Builders Est. Completion: August 2014

The new 29,000 square foot center will house 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 a projected completion date which would allow for a Fall 2014 opening.

14) Sam Houston Village HVAC/Structural/TAS Renovations (combined projects formerly referred to as Sam Houston Village HVAC Renovations & Sprinkler Repairs and Sam Houston Village Structural Repairs & TAS Renovations)

Architect: Perspectiva Architects Est. Cost: \$7,418,472  
Engineer: Dabhi Engineers (Mechanical) Est. Completion: August 24, 2012  
Engineer: Wiss Janney Elstner (Structural)  
CM@R Contractor: SpawGlass Construction

The Construction Manager-At-Risk, SpawGlass Construction, was selected in May 2011. A Notice to Proceed has been issued to the Contractor and a construction kickoff meeting was held on November 1, 2011. Construction progress is 99% complete. Interior Substantial Completion was achieved on July 12, 2012, with Exterior Substantial Completion reached on August 2, 2012. The



**Sul Ross State University  
Summary  
(as of April 10, 2014)**

**I. Project Planning & Programming**

1) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$1,081,600
Contractor: TBD	Est. Completion:	2015

As recommended in the 2011 Master Plan, the Campus Access Project will be completed in three phases. Phase 1 includes modifications to Loop Road to improve pedestrian traffic safety from just south of Fletcher Hall and extending to the intersection just south of the Physical Plant. This project also includes the North Quadrangle Improvements and the modification to existing signage for better identity and wayfinding by changing numbers to names, identifying the "main" entrance onto campus to create a less sterile/utilitarian appearance. Also included is relocation of the longhorn sculpture to the Range Animal Science Center and replacing it with the university's mascot, the Lobo.

**II. Design/Construction/Document Phase**

N/A

**III. Construction Phase**

2) Jackson Field Improvements

Architect: PBK	Est. Cost:	\$1,325,000
Contractor: Imperial Construction	Completion:	November 6, 2013

This project consists of a new 5,000 square foot field house with locker room, training room, equipment storage and related facilities. The project also includes re-supporting of the Field Press Box and installation of new metal siding, as well as repurposing of a student athletics weight room. Substantial completion occurred on November 6, 2013.

#### IV. Completed Projects

##### 3) Campus Operations Project

Design-Builder: Brandt

Cost: \$6,580,251

IDIQ Project Manager: Hill Int'l

Substantial Completion: Sept. 19, 2012

The Campus Operations Project includes upgrades to mechanical, electrical and controls system on the Sul Ross Campus resulting in substantial energy savings. The Design-Build project includes the replacement of the aging Central Plant boiler system with high efficiency localized building hot water boilers. The project also includes the upgrade and expansion of the existing energy management system and lighting upgrades. The project was completed approximately \$400,000 under budget and the university is experiencing better than anticipated utility savings. The Final Report is included with the Board Materials.

**Texas State University  
Summary  
(as of April 10, 2014)**

**I. Project Planning & Programming**

1) Alkek Library Learning Commons

Programmer: Perry Dean Rogers Est. Cost: \$2,500,000

The creation of the Learning Commons is critical to the transformation of the Alkek Library's public spaces. The renovation must also accomplish mandatory updating and modernization of a 20 year-old infrastructure in order to make the building secure, within code, and able to handle the newest technologies for the foreseeable future. The renovations will also include upgrades and modernization of mechanical, electrical, data, fire, and heating/cooling systems, and updating of interior finishes. The Alkek Library Learning Commons Feasibility Study was completed by Perry Dean Rogers in May, 2012. The Alkek Library Renovations project will be added to the CIP in May, 2014 and includes the phased repairs and upgrades of mechanical, electrical, and plumbing systems, and other infrastructure components to be accomplished with HEAF funds. The Programming effort for the Alkek Learning Commons and Alkek Renovations projects will get underway this summer.

2) Alkek Library Repository

Programmer: TBD Est. Cost: \$5,920,000

The Library Repository is envisioned as a 13,000 gross square foot facility with expansion possibilities for an additional 20,000 gross square feet. It will include book storage, document intake and processing areas, offices, restrooms, mechanical spaces, and a conference room. Parking for 20 cars and delivery area will be included in the project site development. The design of the facility will include a state of the art Building Management Control System, a heating, ventilation and air conditioning system with humidity control features, and a fire detection and a protection system. The Project will be located at the Texas State-San Marcos STAR Park located at McCarty Lane and Hunter Road. A Land Planning study was developed identifying possible sites within the existing STAR Park. The Alkek Library Repository Feasibility Study was completed by Harrison-Kornberg Architects in February, 2013. This project on hold pending funding.

3) Baseball/ Softball Team Building

Programmer: Facility Programming & Consulting Est. Cost: \$9,000,000

The Baseball/Softball Team Building project will be amended as part of the CIP update in May, 2014 to reflect the option developed for Athletics as part of a Feasibility Study prepared by Facility Programming & Consulting in February, 2014.

4) CoGeneration Plant Gas Turbines

Consultant: TBD Est. Cost: \$45,000,000

Texas State University has been designated as an Emerging Research University. A necessary component to support research capabilities and campus growth is a reliable power infrastructure. This project is proposed as a public-private venture to provide the financing, design, construction, operations and maintenance of a cogeneration plant with the capability to generate up to 18 megawatts of power and to recover the waste heat for the production of steam and chilled water. ARUP Consultants is under contract to assess the viability of a private-public partnership (P3) for the construction and operation of the Cogeneration Plant Gas Turbines project. The existing infrastructure systems are being evaluated for capacity, distribution, and age. Current and forecasted requirements, risks and costs are also being assessed for review and consideration by the university. The next steps include finalizing the initial assessment and scheduling meetings with the City of San Marcos, Centerpoint and LCRA.

5) Engineering and Science Building

Programmer: Facility Programming & Consulting Est. Cost: \$91,582,161

A major new facility is needed to house the expanding enrollment in the Engineering, Materials Science and Biology programs. It will consist of research laboratories, shared interdisciplinary labs, classrooms, facility offices, seminar, and conferencing facilities. The building will include the most sophisticated information and instructional technology features designed and installed for an information intensive environment. The project will require campus infrastructure and site utilities necessary to support a facility of this size. Facility Programming and Consulting of San Antonio, Texas, updated the program document for the Engineering and Science Building project. The updated program document accounts for current end user needs as well as infrastructure requirements associated with this project. The updated program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for the Legislative Appropriations Request in July, 2012. A request was submitted with a Total Project Cost of \$91,582,161 and Tuition Revenue Bond Request of \$83,000,000 and the balance to be covered by a combination of HEAF, Unexpended Plant Funds, and Utility System Funds. The project is on hold pending funding.

6) JC Mitte Renovations

Programmer: Facility Programming & Consulting Est. Cost: \$6,520,000

The JC Mitte Renovations project is proposed to be added to the CIP in May, 2014 and includes the phased repairs, upgrades and renovations of space at JC Mitte and Sabinal as developed in a Feasibility Study prepared by Facility Programming & Consulting in November, 2013.

7) LBJ Student Center Renovation

Feasibility Study: Facility Programming & Consulting Est. Cost: \$15,010,624  
Programmer: Page Architects

LBJ Student Center Renovation project provides for the renovations and expansion of space utilized by Student Affairs and other support departments. A Feasibility Study was prepared by Facility Programming & Consulting and a final report was provided August, 2012. A Request for Qualifications (RFQ) was issued on November 25, 2013 seeking a nationally recognized leader in Student Union facility programming and development to provide a comprehensive analysis of the existing LBJ Student Center facility, related infrastructure, systems, programs and services. The LBJ Student Center Renovation Program is being developed by Page Architects. Page conducted several site visits in April, 2014, interviewing students, faculty, alumni, and staff. The draft Architectural Program will be delivered for review by the end of May, 2014.

8) Music Building

Programmer: Facility Programming & Consulting Est. Cost: \$56,705,000

A new music building to address the pressing need for a music facility, classrooms and rehearsal space will be located in close proximity to the new University performance facility. The adjacent Performing Arts Center will provide a 300 seat Recital Hall and a 400 seat Theatre Center venue. The re-programmed building, cost estimate and project budget for the 109,582 gross square foot building were completed and forwarded to Texas State University System for possible funding by the legislature. The program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for the Legislative Appropriations Request document in July, 2012. The project is on hold pending funding.

9) RF Mitte Renovations

Programmer: Facility Programming & Consulting Est. Cost: \$2,000,000

The RF Mitte Renovations project is proposed to be added to the CIP in May, 2014 and includes phased reconfiguration of space and renovations at RF Mitte. A Feasibility/Space Use Study is underway by Facility Programming & Consulting and the report is due by late May, 2014.

10) Round Rock Health Professions – 1

Programmer: Facility Programming & Consulting Est. Cost: \$48,820,000

The Round Rock Health Professions 1 building, the third academic building on the Round Rock campus, is currently programmed to provide classrooms and offices to support three of seven departments in the College of Health Professions. The Program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for \$48,820,000, which would provide full funding for the project. An updated Tuition Revenue Bond





Due to funding limitations for this project, the Architect was engaged to develop a site analysis, conceptual schematic designs and preliminary plans with cost estimates to define the limits of project scope. The design development documents for the Bobcat Trail Mall Redevelopment/Enhancement project were approved in November, 2013. Construction documents are being prepared by TBG Partners. The Guaranteed Maximum Price submitted by Flynn Construction was approved in April, 2014. Construction activities are schedule to begin in June, 2014.

15) Bobcat Trail Utility Upgrades

Programmer: NA	Est. Cost:	\$6,300,000
Architect: TTB Goetting	Est. Construction:	June 2014
Contractor: Flynn Construction	Est. Completion:	December 2015

The Utilities Upgrades project at Bobcat Trail includes replacement of thermal water pipes and other underground utilities in conjunction with the Bobcat Trail Mall Enhancement project. The Requests for Qualifications for both design and construction for the Utilities project were issued by the System office in July, 2013 and the responses are due in August, 2013. The estimated total project cost has been increased from \$3,500,000 to \$6,300,000 based on refinement of the scope of work and due to the extent of utilities to be replaced or upgraded. The design development documents for the Bobcat Trail Utilities Upgrade project were approved in February, 2014. Construction documents are being prepared by TBG Partners. Flynn Construction is preparing the Guaranteed Maximum Price for approval by May, 2014. Construction of both projects in the Bobcat Mall area is expected to begin in June 2014.

16) Department of Housing and Residential Life: Moore Street Housing

Architect: SHW/Treanor	Est. Cost:	\$59,834,337
Contractor: SpawGlass	Est. Construction:	August 2014
	Est. Completion:	May 2016

The DHRL Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. The DD documents were approved in April, 2014. Construction documents are being prepared by SHW/Treanor. SpawGlass Construction is preparing the Guaranteed Maximum Price for approval by May, 2014. Demolition and site clearing is expected to begin in June, 2014, with construction of the residence halls expected to begin in August, 2014.

17) Jones Dining Hall Renovation

Programmer: Facility Programming and Consulting	Est. Cost:	\$23,671,000
Architect: Pfluger Architects	Est. Construction:	December 2014
Contractor: Vaughn Construction	Est. Completion:	TBD

Jones Dining Hall was built in the 1970's and the building infrastructure has outlived its usefulness and is no longer serviceable. The dining hall is

consistently the busiest dining location serving over 500,000 students annually. Remodeling the facility will accommodate the needs of this growing program. The project was added to the Capital Improvements Program in May, 2012. Facility Programming & Consulting of San Antonio, Texas, prepared the program documents for the Jones Dining Hall Replacement project. The initial programming effort for demolition and new construction was completed in November, 2012. An alternative program was prepared and approved July, 2013 for a complete renovation and interior remodeling, in lieu of new construction. The project has therefore been renamed Jones Dining Hall Renovation. The schematic design documents for the Jones Dining Hall Replacement and Renovation project were approved in April, 2014. Pfluger Architects of Austin is preparing the design development documents and Vaughn Construction of San Antonio is providing pre-construction services. The project is tentatively planned for presentation for Board approval in August, 2014. Construction is expected to begin in December, 2014.

### III. Construction Phase

#### 18) Comal Renovation

Architect: Randall Scott Architects	Est. Cost:	\$13,850,000
Contractor: Satterfield+Pontikes	Actual Construction:	May 2013
	Est. Completion:	June 2014

The Comal Renovation project remodels/reconfigures the old Psychology Building, one of the oldest buildings on Campus, for Computer Science and Philosophy, general classrooms and faculty offices. The Comal Renovation project is progressing. The exterior of the building is complete and the interior of the building is 90% complete. The anticipated completion date is June, 2014.

#### 19) Department of Housing and Residential Life: Phase I West Campus

Programmer: Facility Programming & Consulting	Est. Cost:	\$60,468,000
Architect: SHW Architects	Actual Construction:	November 2012
Contractor: SpawGlass	Est. Completion:	June 2014

Construction of the 578-bed West Housing 1 project on the western edge of campus continues. The residence hall portion of the project is 89% complete. The James Surls sculpture is under fabrication and is to be installed in June, 2014. Substantial Completion for the project is scheduled for late May, 2014. The anticipated final completion date and furniture move-in is planned for June, 2014.

#### 20) Electrical Infrastructure Upgrades

Engineer: Bath Associates	Est. Cost:	\$11,800,000
Contractor: Hunt Construction	Est. Sub. Completion:	June 2016

The existing 15KV Switchgear Cubicles (12 cubicles approximately) are to be

upgraded with the latest new electrical switchgear, incorporating remote switching capabilities between the major 800 Amp electric feeders from the two substations of the City of San Marcos. Also included in this project as Phase 2 is the replacement or reconditioning of several maintenance intensive and inefficient transformers, switches, and other components of the electrical distribution system. Substantial completion of Phase 1 (switchgear replacement) was accomplished in January, 2013. Phase 2 of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June, 2016.

21) Performing Arts Center Complex

Programmer: Pfeiffer Partners, Inc.	Est. Cost:	\$83,243,646
Architect: Morris Architects	Actual Completion:	September 2013
Contractor: Hunt Construction		

The Performing Arts Center Recital Hall and Theatre (RHT) close-out report is being prepared. The LEED certification documentation has been submitted to the US Green Building Council for review. Scheduled work for the RHT over the next three months includes completion of a few remaining punch list work items, additional work authorized subsequent to substantial completion, and resolution of operational issues discovered subsequent to occupancy.

22) North Campus Housing Complex

Programmer: Broaddus and Associates	Cost:	\$39,389,497
Architect: Kirksey Architects	Completion:	June 2012
Contractor: SpawGlass		

The North Campus Housing project (Gaillardia and Chautauqua Residence Halls and North Campus Housing Community Building) by SpawGlass is complete. The Final Report is expected to be available for the August Board Meeting.

#### IV. Completed Projects

23) Old Main Roof Replacement

Architect: BRW Architects	Cost:	\$3,500,000
Contractor: Phoenix I Restorations	Completion:	January 2014

The Old Main Roof Repair project is complete. The Texas Historical Commission accepted the close-out report with no comment. The close-out letter for this delegated project was submitted to and accepted by the System office in April, 2014.

24) Round Rock Higher Education: Nursing Building

Architect:	Barnes Gromatzky Kosarek Architects & Richter Cornbrooks Gribble	Cost:	\$35,105,672
Contractor:	Flintco, Inc. Bldg.	Completion:	June 2013

Construction was initiated in January, 2009 and the building is 100% complete and occupied. The Final Report is included in the Board Materials.

25) South Campus Utility Upgrades

Engineer:	Goetting and Associates	Cost:	\$6,171,772
Contractor:	Hunt Construction	Completion:	Sept. 2013

The Final Report is included in the Board Materials.

26) Tomas Rivera Drive Relocation and Student Center Drive Realignment

Architect:	Half Associates	Cost:	\$6,811,237
Contractor:	SpawGlass Construction	Completion:	September 2012

Final infrastructure work on Tomas Rivera Drive Relocation and Student Center Drive Realignment is complete. The Final Report is included in the Board Materials.

27) Undergraduate Academic Center

Architect:	Morris Architects w/Ayers Saint Gross	Cost:	\$41,895,006
Contractor:	Flintco	Completion:	August 2013

Construction of the Undergraduate Academic Center building is complete. The Final Report is included in the Board Materials.

**FINAL REPORT FOR**  
*Round Rock Higher Education Center: Nursing Building*  
*Texas State University*

**PROJECT DESCRIPTION:**

*The Round Rock Higher Education Center Building #2 (Nursing Building) project includes a 250 seat auditorium to be used for classes and for computerized testing, two 100 seat classrooms, a 60 seat classroom, and five 20 seat meeting/seminar rooms. Additional classrooms provide state of the art simulation labs, faculty and administrative space, research space and student support areas. The Nursing Building encompasses a total of 79,397 gross square feet. The architectural firm was Barnes Gromatzky Kosarek Architects and the construction manager-at-risk was Flintco, Inc. Substantial Completion was achieved on April 29, 2010.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 26,278,918.00	\$ 24,208,995.00		\$ 2,335,254.15	\$ 26,544,249.15
Contingency	\$ 2,012,832.00	\$ -		\$ -	\$ -
Architect/Engineering	\$ 2,050,000.00	\$ 2,943,269.23		\$ -	\$ 2,943,269.23
Owner Services	\$ 4,775,987.00	\$ 4,721,867.10		\$ -	\$ 4,721,867.10
Other	\$ 882,263.00	\$ 896,287.00			\$ 896,287.00
<b>Total</b>	<b>\$ 36,000,000.00</b>	<b>\$ 32,770,418.33</b>	<b>\$ -</b>	<b>\$ 2,335,254.15</b>	<b>\$ 35,105,672.48</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Change Aluminum/Glass Handrails to Stainless Steel/Glass	\$ 28,590.45	0
2	Curb and gutter to make grades flow to catch basin; Change asphalt patch work at CUB and entire handicap parking to concrete; minor changes to ROW; change east entry from concrete to heavy duty asphalt; change 6" lime stabilization under concrete to 6" flex base	\$ 30,481.36	0
3	Deletion of AL blank off panels; add window pockets; add custom frit spandrel	\$ 24,068.64	0
4	Change width of copper panels from 18" to 16"	\$ 23,502.55	0
5	Provide Emergency Circuit Power for OFOI Emergency Message Board Clocks	\$ 10,083.92	0

6	Architectural screen wall at electrical service yard	\$ 90,651.96	0
7	Infrastructure for room wizard touch screen schedulers at classrooms and meeting room	\$ 24,042.89	0
8	Landscaping Revisions (Trees and Plant Only)	\$ 23,172.55	0
9	Finish out third floor research area (shell space in base bid); Add valance to conceal under-cabinet lighting; Add power to paper towel dispenser	\$ 206,015.01	0
10	Additional power receptacles in IDF and MDF rooms; Added transformer for additional power requirements in MDF room lighting controls; access and security infrastructure; relocation and addition of data ports; reduction in the quantity of data ports at typical office data receptacles (VOIP)	\$ 69,078.42	0
11	Contractor request to extend the contractual substantial completion date for certain scopes of work affected by weather/mud days in excess of the pre-authorized (37) float days	\$ -	14
12	Nursing faculty requested that additional data ports be run to all (252) fixed table seating locations in Room 114	\$ 26,368.08	0
13	Donor wall signage	\$ 14,405.03	0
14	Added power and data in (100) seat auditoriums	\$ 190,797.52	78
15	(3000) grit terrazzo polishing	\$ 35,002.08	0
16	Domestic water line re-route	\$ 22,267.37	0
17	Paint color for exterior pipe at CUB; re-wax VCT to meet campus standard	\$ 15,048.75	0
18	Nursing Facilities MEP scope	\$ 1,745,325.00	643

19	Request for additional time due to excusable weather delay	\$ -	19
20	Credit for unused Construction Contingency, Buyout Savings and Allowance	\$ (243,647.43)	0
Total		\$ 2,335,254.15	754

**HUB PARTICIPATION:**

Percent: 2%

Amount: \$528,543

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	5/15/2009	Time extensions were granted in change orders (11) and (19) for weather delays. Scope additions were accounted for in change orders (14) and (18); provisions included time extensions. Time extensions approved through change orders total (754) days.
Original Duration (days)	1160	
Change Order Adjustments	754	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	2/1/2012	
Actual Completion Date	1/31/2014	
Difference Between Contract	-730	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

The Nursing Building achieved LEED Silver certification which included enhanced MEP, low "E" glass, 51.5% total water savings, 27% regionally selected materials and 89% construction waste diversion.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of Barnes Gromatzky Kosarek and its consultants was **above average**. The quality of the contract documents produced was **above average**. Their supervision of construction project was **above average**. The professional services received during project planning and construction was **above average**.

**CONTRACTOR EVALUATION**

Texas State University's evaluation of the performance of Flintco, Inc., as construction manager-at-risk is as follows: overall performance above average; preconstruction services average; and workmanship and supervision of the work performed above average. The System Office's evaluation of Flintco, Inc. as construction manager-at-risk is as follows: overall performance average; and preconstruction services below average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.




**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility routes in this building. No Federal funding was involved; therefore no other approvals from Federal or State agencies is necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*


  
**THE TEXAS STATE UNIVERSITY SYSTEM**
  
**FINAL REPORT FOR**
  
*South Campus Utility Upgrades*
  
*Texas State University*

**PROJECT DESCRIPTION:**

*The South Campus Utility Upgrade project included replacing and upgrading maintenance intensive and/or undersized components of the utilities distribution infrastructure and the addition of electrical power, water, sanitary sewer and thermal services to the south campus area. The architectural firm was Goetting and Associates and the construction manager-at-risk Hunt Construction Group, Inc. Substantial Completion was achieved on October 14, 2013.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 4,479,140.00	\$ 5,136,829.00		\$ 304,676.00	\$ 5,441,505.00
Contingency	\$ 945,860.00				\$ -
Architect/Engineering	\$ 297,000.00	\$ 351,583.70			\$ 351,583.70
Owner Services	\$ 288,300.00	\$ 203,983.37			\$ 203,983.37
Other	\$ 174,700.00	\$ 174,700.00			\$ 174,700.00
<b>Total</b>	<b>\$ 6,185,000.00</b>	<b>\$ 5,867,096.07</b>	<b>\$ -</b>	<b>\$ 304,676.00</b>	<b>\$ 6,171,772.07</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Steam isolation valves under East Woods St.; Telecom Wire revision	\$ 32,845.00	
2	Chilled water valves at UAC; Re-routing of Sanitary Sewer at Recital Hall; Restraining of Bell Joints on water lines; Steam line insulation revisions; existing well remediation	\$ 67,342.00	
3	Lowering of existing steam condensate line	\$ 26,130.00	
4	Revised alternate 10	\$ 154,331.00	
5	Additional Moon Street steam line replacement	\$ 52,783.00	
6	Credit for unused Construction Contingency, Buyout Savings, and General Conditions.	\$ (28,755.00)	
<b>Total</b>		<b>\$ 304,676.00</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent: 38%

Amount: \$2,336,098

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	12/22/2010	The approval of additional scope allowing for the replacement of a steam line in a problematic area extended the project completion date.
Original Duration (days)	365	
Change Order Adjustments (days)	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	10/14/2013	
Actual Completion Date	12/31/2013	
Difference Between Contract	-78	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

The South Campus Utility Upgrade project included several utilities that improved efficiency. The new steam lines that were installed replaced an aging system that was prone to leaks. The new high performing steam lines were better insulated, and along with new steam vaults, will help prevent future steam leaks. South Campus Utility Upgrade also replaced 100 year old sanitary lines that will prevent future maintenance problems. This project also added new Chilled Water lines that connect the new South Chill Plant to campus thus reducing the length of pipe required to cool the south campus buildings. The project also included new telecom and electrical lines and vaults that greatly improved campus reliability and allowed for the South Chill Plant to serve the campus with new electrical feeds.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of Goetting and Associates and its consultants was **average**. The quality of the contract documents produced was **average**. Their supervision of construction project was **average**. The professional services received during project planning and construction were **average**.

**CONTRACTOR EVALUATION**

The performance of **Hunt Construction Group, Inc.**, construction manager at risk, was **average**. Workmanship and supervision of the work performed was **average**. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this project. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*

  
**THE TEXAS STATE UNIVERSITY SYSTEM**  
**FINAL REPORT FOR**  
*Tomas Rivera Drive and Student Center Drive*  
*Texas State University*

**PROJECT DESCRIPTION:**

*Tomas Rivera Drive and Student Center Drive project was to realign Tomas Rivera Drive and widen Student Center Drive. The project improved multi-lane access to the Matthews Street Parking Garage, LBJ Student Center Bus Loop, LBJ Student Center Parking Garage, Student Health Center and North Campus Housing Residence Housing Complex. The engineering firm was Halff Associates and the construction manager-at-risk was SpawGlass Contractors, Inc. Substantial Completion was achieved on July 8, 2009.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 6,432,310.00	\$ 5,803,481.00		\$ 14,164.00	\$ 5,817,645.00
Contingency	\$ 1,394,207.00			\$ -	\$ -
Architect/Engineering	\$ 262,297.00	\$ 342,550.99		\$ -	\$ 342,550.99
Owner Services	\$ 643,124.00	\$ 651,041.38		\$ -	\$ 651,041.38
Other				\$ -	\$ -
<b>Total</b>	<b>\$ 8,731,938.00</b>	<b>\$ 6,797,073.37</b>	<b>\$ -</b>	<b>\$ 14,164.00</b>	<b>\$ 6,811,237.37</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Jackson Water Well Paint	\$ 46,672.20	
2	End of Project Savings	\$ (32,508.20)	
<b>Total</b>		<b>\$ 14,164.00</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent: 1%

Amount: \$69,780

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	4/30/2007	
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	9/30/2013	
Actual Completion Date	1/15/2014	
Difference Between Contract	-107	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

The primary scope of the project was the re-alignment of Tomas Rivera Street, to accommodate the construction of North Campus Housing. Additional work was included to improve the Telecommunication infrastructure. Additionally, chill water supply and return, and steam supply and return was provided to North Campus Housing, and the Student Health Center to improve chill water efficiency. Scope also included the installation of new landscaping and water saving irrigation around the Jackson Water Well.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the engineering firm of **Halff Associates** and its consultants was **above average**. The quality of the contract documents produced was **above average**. Their supervision of construction project was **above average**. The professional services received during project planning and construction was **above average**.

**CONTRACTOR EVALUATION**

The performance of **SpawGlass Contractors, Inc.**, construction manager-at-risk, was **above average**. Workmanship and supervision of the work performed was **above average**. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulations to ensure accessibility routes in this building renovation. No Federal funding was involved; therefore, no other approval from Federal or State agencies is necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*

**FINAL REPORT FOR**  
*Undergraduate Academic Center*  
*Texas State University*

**PROJECT DESCRIPTION:**

*The Undergraduate Academic Center project included state of the art innovative and flexible classrooms including theatre style teaching classrooms and other, small, medium and large classrooms to handle projected increased enrollment. Community spaces, lounge areas, computer labs, breakout spaces, coffee house and office space were also included. The project resulted in a total amount of 130,455 gross square feet of space. The architectural firm was Morris Architects and the construction manager-at-risk was Flintco, Inc. Substantial Completion was achieved on May 29, 2012.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 31,233,883.00	\$ 33,740,718.00		\$ (2,789,909.05)	\$ 30,950,808.95
Contingency	\$ 5,002,212.00			\$ -	\$ -
Architect/Engineering	\$ 3,483,596.00	\$ 3,402,340.55		\$ -	\$ 3,402,340.55
Owner Services	\$ 6,590,989.00	\$ 6,152,536.57		\$ -	\$ 6,152,536.57
Other	\$ 1,389,320.00	\$ 1,389,320.00		\$ -	\$ 1,389,320.00
<b>Total</b>	<b>\$ 47,700,000.00</b>	<b>\$ 44,684,915.12</b>	<b>\$ -</b>	<b>\$ (2,789,909.05)</b>	<b>\$ 41,895,006.07</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

N/A

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Deductive Change Order to remove Buyout Savings from the GMP amount	\$ (1,350,000.00)	
2	Credit for unused Buyout Savings, Construction Contingency and Allowance	\$ (1,439,909.05)	
<b>Total</b>		<b>\$ (2,789,909.05)</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent: 11%      Amount: \$3,860,801  
(Note Total HUB amount / by Construction and A/E total)

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	6/4/2010	The approval of additional scope extended the original completion date. These projects included the South Lawn, Woods Street Bus Stop, and the Center for Multicultural and Gender Studies. In addition to the various project changes, the non-performing cistern was not accepted until January 2014.
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	5/29/2012	
Actual Completion Date	1/30/2014	
Difference Between Contract	-611	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

The Undergraduate Academic Center achieved LEED Silver certification which included enhanced MEP, Commissioning systems, low "E" glass, and rainwater collection system "cistern" that provides irrigation for all building landscaping.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of Morris Architects and its consultants was **average**. The quality of the contract documents produced was **average**. Their supervision of the construction project was **average**. The professional services received during project planning and construction were **average**.

**CONTRACTOR EVALUATION**

Texas State University's evaluation of the performance of Flintco, Inc., as construction manager-at-risk is as follows: overall performance above average; preconstruction services average; and workmanship and supervision of the work performed above average. The System Office's evaluation of Flintco, Inc. as construction manager-at-risk is as follows: overall performance average; and preconstruction services below average. The contractor demonstrated a willingness to cooperate with the owner and the consultants.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Life Safety inspections and approvals were conducted and received from Texas State University EHSRM Department. Code Review and Inspections were performed by the Division-Architectural Barriers Program of the Texas Department of Licensing and Regulation to ensure accessibility of the physically impaired in this building renovation. No Federal funding was involved; therefore, no other approval from Federal or State agencies was necessary.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*




**THE TEXAS STATE UNIVERSITY SYSTEM**  
**FINAL REPORT FOR**  
*Campus Operations Project*  
*Sul Ross State University*

**PROJECT DESCRIPTION:**

*Campus Operations Project, constructed in accordance with plans, specifications and constructed by Design/Build Contractor, Brandt, Inc. of Dallas, with third party project management by Hill International of Marlton, NJ and funded by appropriations.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 6,295,155.00	\$ 6,295,155.00	\$ (91,837.00)	\$ 377,128.00	\$ 6,203,318.00
Contingency	\$ 313,864.00	\$ 313,864.00	\$ (313,019.76)	\$ -	\$ 844.24
Architect/Engineering	\$ -			\$ -	\$ -
Owner Services	\$ 390,981.00	\$ 390,981.00	\$ (14,892.11)	\$ -	\$ 376,088.89
Other				\$ -	\$ -
<b>Total</b>	<b>\$ 7,000,000.00</b>	<b>\$ 7,000,000.00</b>	<b>\$ (419,748.87)</b>	<b>\$ 377,128.00</b>	<b>\$ 6,580,251.13</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

No liquidated damages were assessed under the Construction Contract.

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
0	Zero effect to contract amount. Change order items were expensed against contractor contingency and owner buy-out savings.	\$ -	
1	Emergency Generator - BO	\$ 76,122.00	0
2	Graves Pierce Underground Hot Water Routing-BO	\$ (1,199.00)	0
3	VFD - Additional Bypass Feature - BO	\$ 43,961.00	0
3	Lighting Upgrades - BO	\$ 118,043.00	0
4	Deficiency List Repairs - DBC	\$ 120,841.00	74
5	Standing Stem Metal Roofing on MOBB - BO	\$ 3,001.00	0
6	Differential Pressure Sensors - BO	\$ 5,816.00	20

7	Door Hardware Request of Change Brands - BO	\$ 2,604.00	0
8	Library Structural Steel - BO	\$ (3,910.00)	0
9	Repair Existing Relays in MAB, BAB & FAB - BO	\$ 24,111.00	0
10	Central Plant Penetration Closure - DBC	\$ 4,279.00	0
11	Deficiency List Repairs #2- BO	\$ 75,296.00	21
12	Add DB Fee from Increase COW (DBF), Remove Remaining Buyout Savings (BO), Remove unused General Conditions (GC), Pennington & Associates Travel Cost of Visit 8/5/12 (DBF), Remove Remaining DB Contingency (DBC)	\$ (81,404.00)	0
13	Credit for Payment and Performance Bond Refund	\$ (10,433.00)	
<b>Total</b>		<b>\$ 377,128.00</b>	<b>115</b>

**HUB PARTICIPATION:**

Percent:

Amount:

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	2/17/2012	Time extension was due to; <b>A)</b> CO #4 (Deficiency List), 74 days, <b>B)</b> CO #6 (Differential Pressure Sensors, 20 days, <b>C)</b> CO #11 (Deficiency List #2), 21 days.
Original Duration (days)	182	
Change Order Adjustments	115	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	8/20/2012	
Actual Completion Date	12/13/2012	
Difference Between Contract	115	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

As planned, designed and executed, the University began immediately to realize substantial savings relative to electrical and natural gas utilities purchased. The project included the replacement of antiquated equipment decreasing University maintenance & operations expenses. Trends indicate continued savings along with marked increase in customer satisfaction.

**ARCHITECT/ENGINEER EVALUATION:**

EEA Engineering, the engineers who provided services for Brandt, performed adequately throughout the project.

**CONTRACTOR EVALUATION**

Although Brandt's workmanship required heavy oversight, the final end product of the work was good.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

Approval has been secured from the Architectural Barriers section of the Policies and Standards Division of the Texas Department of Licensing and Regulation.

This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 2/21/13*

## APPENDIX – Rules and Regulations

## SYSTEM AUDITOR

PARAGRAPH 6.3 of CHAPTER I on PAGE I-6 and  
PARAGRAH 7.3 of CHAPTER III on PAGE III-22

### CHAPTER I. THE BOARD OF REGENTS

\* \* \*

6.3 Finance and Audit Committee. This Committee has oversight of all the System and component financial and audit matters and is responsible for making recommendations to the Board ~~respectively thereto~~;

6.31 ~~These responsibilities include a~~ Approval oversight over of budgets, bond sales, depository contracts, and all other financial matters;

6.32 ~~as well as a~~ Direct oversight of the System's internal audit function, including, but not limited to, making recommendations to the Board as to the hiring, terms and conditions of employment, and termination of the System Director of Audits and Analysis; oversight and recommendatory approval of his or her budgets; and, review and approval of annual audit plans and reports.

The Committee shall meet at least once a year with the System Director.

\* \* \*

### CHAPTER III. SYSTEM - COMPONENT OPERATIONS

\* \* \*

7.3 Reporting Structure. The System Director of Audits and Analysis shall have sole responsibility for all System and Component audit functions and personnel, including, but not limited to, hiring and termination of audit staff, setting of salaries, and otherwise establishing terms and conditions of employment, ~~He or she will be responsible for and~~ establishing the annual budgets and staffing levels for each Component internal audit function, subject to approval by the Chair of the Finance and Audit Committee The System Director will timely advise the Chancellor regarding desired audit budget initiatives.

#### Explanation

The proposed changes clarify the roles and responsibilities of the Finance and Audit Committee and the System Director of Audits and Analysis, and memorializes processes in place regarding collaboration between the System Audit Director and the Chancellor.

PARAGRAPHS 1.5 and of CHAPTER III  
on PAGES III-4 and III-5

1. ITEMS REQUIRING BOARD APPROVAL.

\* \* \*

1.5 Construction Matters.

\* \* \*

1.55 ~~Major~~ New Major Construction Project. The term “~~major~~ new major construction project” for purposes of this *Rule* shall mean any new building with a construction cost (including construction contingency) of \$1 million or more and any project involving a significant addition to an existing building. The term “~~major~~ new major construction project” does not include projects that consist solely of improvements to campus infrastructure, athletic fields and stadiums, greenhouses, parking facilities, chill plants, utility plants, and offices and facilities located off-campus. The final decision as to whether a specific project is a “~~major~~ new major construction project” that triggers the ~~public art~~ requirements of this *Rule* shall be made by the Chancellor or his or her designee.

\* \* \*

1.7 Each construction project in excess of \$4 million shall require specific Board approval at each of the following stages:

1.71 Provision for the project on the Master Plan;

1.72 Inclusion of the project on the CIP;

1.73 At the completion of the Design Development phase (prior to submission of the project to the Texas Higher Education Coordinating Board, when required under Coordinating Board Rules, and prior to starting preparation of construction documents for the project, ~~both of which shall be directed by the Board~~).

Explanation

These changes are non-substantive housekeeping changes. The proposed changes to *Rule 1.55* correct an incorrect reference to the term “new major construction project” as used elsewhere in the *Rule*, and make it clear that the *Rule* applies not only to the Public Art requirement but also the Landscape Enhancement requirement, which was both the original intention of the *Rule* and current practice.

The proposed change to *Rule 1.73* eliminates a phrase that suggests that the Board is required to specifically direct the submission of a project to the THECB and the preparation of construction documents. Board approval of a project is the prerequisite to both of these actions, but they are undertaken at the direction of the System Office, following Board approval. The suggested revision brings the *Rule* within current practice.

SUBPARAGRAPH 6.(12)3 OF CHAPTER III  
ON PAGE III-17

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

\* \* \*

6. FINANCIAL AFFAIRS.

\* \* \*

6.(12) Travel Guidelines.

\* \* \*

- 6.(12)3 Out-of-Country Travel and Reimbursements. All out-of-country official Component travel and reimbursements (excluding trips to Mexico, Canada, and U.S. territories) require advance approval by the Component President, or his or her designee, and shall be reported annually to the Chancellor and Board. ~~The Component President's~~ out-of-country travel and reimbursements require pre-approval by the Chancellor; and the Chancellor's out-of-country travel and reimbursements require pre-approval by the Board chair. Travel by and reimbursements for regents and system office employees require advance approval by the Chancellor, or his or her designee. Before being authorized to embark on such travel, the regent, employee or student must sign a liability waiver and release of claims in favor of the Component, the Board of Regents and their employees.

Explanation

The proposed change will allow the chief administrative officer of a System Component to delegate his or her authority to approve out-of-country travel. Such delegation is authorized under Texas *Government Code section 660.024(c)*. There is also a non-substantive change from singular possessive to plural possessive voice when referencing the Component Presidents' travel.



SUBPARAGRAPH 4.24 OF CHAPTER V  
ON PAGES V-12 AND 13

4.2 Tenure.

\* \* \*

4.24 **Maximum Probationary Service.** The maximum period of probationary faculty service in tenure track status in any academic rank or combination of academic ranks shall not exceed six years of full-time academic service, unless the tenure clock has been tolled as provided in this sub-paragraph. Not later than August 31st of the last academic year of the maximum probationary period in effect at any Component, a tenure track faculty member shall be given written notice that the subsequent academic year will be the terminal year of employment or that, beginning with the subsequent academic year, tenure will be granted. In the event that the employment of a tenure track faculty member is to be terminated prior to the end of the maximum probationary period, notice shall be given in accordance with Subsection paragraph 4.5 below. Faculty members who have not been granted tenure by the Board of Regents shall not be entitled to tenure by virtue of being employed at the Component past the probationary period, i.e., such faculty members do not have *de facto* tenure.

4.241 **Tolling of Tenure Clock.** A Component may permit a tenure track faculty member to toll the tenure clock—that is, exclude not more than two academic years of countable service toward tenure—in order to accommodate one or more of the following exigencies or hardships: a) Childbirth or adoption; b) Dependent care (including children, parents, spouses, or other dependents); c) The faculty member's own illness or other personal emergency; and/or, d) The inability of the institution to provide agreed upon facilities for the faculty member's research.

4.242 **Timing of Request.** The request to toll shall, to the extent possible, occur prior to the occurrence of the event(s) stated in subparagraph 4.241 and, in any case, within one year of the event(s). Requests made after the Component provides written notice of commencement of the promotion and/or tenure review process will not be honored.

4.243 **Faculty Member's Obligations.** Per subparagraph 4.242, the faculty member shall notify his or her chair and dean and make a written request to the chief academic officer to toll up to two years of service on the tenure clock, clearly explaining the basis(es) for the request—namely, why the exigency or hardship prevents or significantly impedes the faculty member's ability to make progress toward achieving tenure; stating the estimated duration of both the exigency or hardship and the tolling period

requested; and providing such supporting documentation as the Component may require.

4.244 Chief Academic Officer's Obligations. The chief academic officer shall notify the faculty member, the chair/director, and the dean, and submit his or her recommendation to the System vice chancellor for academic affairs (VCAA) for his or her decision. The recommendation shall include the faculty member's date of hire; process used to decide to request extension (such as executive committee approval or department chair recommendation); rationale to exclude the requested period of countable service; other facts or documentation relevant to the case; and the date by which the faculty member will be reviewed for tenure if the extension is approved.

4.245 Two Year Limitation. The total time excluded from countable service under this policy is two years (for example, a faculty member who tolls or excludes one year for childbirth or adoption and one year for dependent care has reached the maximum).

4.246 No Property Right Created. The tolling of the tenure clock under this policy lies within the sole discretion of the Component administration, subject to the VCAA's approval, and creates no property right, contractual or other legal entitlement in a member of the faculty. The administration may deny a request when, in its judgment, the needs and best interests of the Component, its academic units, and/or its students so require; provided, that this policy shall not be applied in violation of Component or System non-discrimination policies.

4.247 Tenure and Promotion Criteria Unaltered. Chairs/directors, deans, and chief academic officers shall ensure that all faculty members, tenure and promotion or other reviewing committees, and outside letter writers are informed that the criteria for tenure do not change when service has been excluded from a faculty member's probationary period.

### Explanation

The Component provosts' experience and belief is that a combination of competitiveness, the changing nature of the professoriate, including the increasing number of women, and appropriate flexibility relative to faculty recruitment and retention, all indicate this policy (which has been unchanged since its adoption in 1980) is in the best interests of each individual Component as well as the Texas State University System. Regarding each of these issues:

1. Competitiveness. Just a cursory look at the websites of some of the institutions against whom we compete for faculty and from whose doctoral programs we recruit faculty (e.g., Michigan State, Colorado, Louisiana State, Michigan, Oregon, Arizona

State), reveals that they all have a “stopping the tenure clock” process. Indeed, almost all major universities have such a process, and TSUS universities are thus at a substantial disadvantage without one.

2. Changing Nature of the Professoriate. Over the past three decades, one of the most noticeable demographic changes in the composition of doctoral program student bodies and university faculties has been the increase in the number of women completing doctoral programs and seeking university teaching positions. Thus, especially with the decline in the number of U.S. doctoral programs due to budget reductions over the last two decades and the impending retirement of the baby boomers (slowed a bit by the present economy), efforts to attract academic couples to university faculties in general and the creation of family friendly policies in particular have intensified, and have included provision of the opportunity to stop the tenure clock (due to birth or adoption) for both men and women during child bearing and child rearing years.

3. Flexibility. While it is fair to assume that the primary rationale behind the creation of these “stopping the clock” policies was the attraction of more women to the professoriate in tenure earning positions, there are a variety of other compelling reasons to have such a policy in place and to make it flexible, to wit: inability of an institution to provide promised start-up support (e.g., functioning laboratories, research equipment, suitable office space); natural disasters which prevent initiation of research and teaching programs; temporary full or part-time assignments that are critical to the institution but depress faculty productivity in research and/or teaching; significant and/or unexpected illness; other family emergencies; and necessary leave periods with or without pay.

This proposed policy would address issues of both recruitment and retention of productive faculty, without which TSUS universities would be at a competitive disadvantage. Such stop-the-tenure-clock policies normally dictate the number of such actions during the probationary period (usually one, sometimes two); specify a detailed application and approval process; describe specific examples of potentially qualifying situations; and provide some degree of flexibility within the three exceptions—childbirth or adoption, dependent care, and illness or other personal emergencies—based upon institutional needs as determined by university and System leaders (e.g., dean, provost, president, vice chancellor for academic affairs).

It is an appropriate role for the vice chancellor for academic affairs to serve as the Board’s designee in reviewing these exceptions to an otherwise inflexible Board rule, providing oversight and accountability, leaving the basic rule intact while relieving the Board of having to consider and rule on each and every exception request.

PARAGRAPHS 2.15 and 4.4 OF CHAPTER V  
ON PAGES V-4, V-15 and V-16

CHAPTER V. COMPONENT PERSONNEL

2. GENERAL.

\* \* \*

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

4. FACULTY.

\* \* \*

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

4.41 Faculty Member Defined. For purposes of this Subsection paragraph, "faculty member" means a person employed full-time by the institution a System Component as a member of the faculty, including professional librarians, whose duties include teaching, research, administration, or the performance of professional services. It does not include a person who holds faculty rank but spends the majority of his or her time engaged in managerial or supervisory activities, including a chancellor, Ppresident, Vvice Ppresident, Aassociate or Aassistant Vvice Ppresident, provost, Ddean, Aassociate or Aassistant Ddean.

4.42 Grievable Issues. A faculty member may present a grievance, individually or through a representative that does not claim the right to strike in person, to a System Component's Ppresident or his or her designee on an issue related to wages, hours of employment, conditions of work, promotion denial, or the non-renewal or termination of the faculty member's employment at the end of his or her contract period. Nothing herein shall require that informal, first and second level interactions between the faculty member and his/her supervisors include such representation.

4.43 Termination Prior to End of Contract Period. A faculty member, whose employment is terminated prior to the end of his or her contract period, shall be entitled to invoke the full due process procedures provided to tenured faculty under Paragraph 4.5 of this Chapter.

- 4.44 Grievance Process. ~~The President of the Component may develop procedures for faculty grievances on these issues that include the following provisions: shall designate a member of his or her administration as a hearing officer to consider grievances under this chapter.~~
- 4.4341 ~~The designee or hearing officer, presiding over the grievance, will make a recommendation to the President, who will make the final decision regarding the grievance;~~
- 4.432 ~~The faculty member may present the grievance individually or through a representative that does not claim the right to strike; No later than ten (10) business days after the grievant learns (or in the exercise of reasonable care should have learned) of the action or condition giving rise to the grievance, he or she shall file the grievance on a form prescribed by the Component, providing supporting documentation, if any.~~
- 4.4342 The hearing officer will meet with the grievant at a mutually convenient time to review any documentation or other evidence that the grievant may present in support of his or her position.
- 4.443 ~~A~~The hearing officer may not recommend changing the Component administration's action regarding tenure, non-renewal, or termination of employment, or denial of promotion unless the faculty member establishes a *prima facie* case—that is, presents evidence sufficient to establish a claim in the absence of rebuttal by the Component—, by preponderance of the evidence, that he or she has been denied a right guaranteed by the constitution or laws of the United States or of the State of Texas;
- 4.434 ~~A hearing officer may not recommend changes in disciplinary actions taken against a faculty member, unless the faculty member establishes, by a preponderance of the evidence, that the disciplinary action was an abuse of discretion and authority of the person imposing the disciplinary action;~~
- 4.43544 ~~The administration of the Component need not state the reasons for the questioned decision or offer evidence in support thereof, unless the faculty member presents If he or she finds that the grievant has established a *prima facie* case in support of his or her allegation, in which case, the hearing officer shall determine whether the administration has stated a nondiscriminatory reason for its decision and so advise the president;~~
- 4.4345 The president shall make the final decision regarding the grievance.
- 4.45 Not a Due Process Proceeding. ~~A grievance under this paragraph is not a due process hearing, requiring the formalities specified in paragraph 4.5 of this chapter.~~
- 4.46 Component Procedures. ~~A Component may not establish procedures that expand or contract the rights granted or materially alter processes described in this paragraph. To the extent Component procedures conflict~~

with the procedures in this paragraph, the latter shall prevail. Existing Component policies on this subject matter are hereby revoked.

#### Explanation

There are currently inconsistent policies among the Component institutions for handling faculty grievances, including a policy on one campus that permits hearings on promotion decisions (under Board policy, faculty are not entitled to the reasons for denial because the granting of a promotion is discretionary; see, *Rules and Regulations, Chapter V, Paragraph 4.31*). Many, if not all, such policies require formal, contested, evidentiary proceedings on even minor issues. Such extensive, costly, and time-consuming hearings are not required by law. This proposed rule tracks the requirements of Texas *Education Code section 51.960*, which is much narrower in scope, having been passed to provide untenured faculty members a forum to grieve non-renewal or termination of employment.

Because tenured faculty members are entitled to the formal procedures provided by the *Rules and Regulations* and all faculty have the same grievance rights as any other Component employees under *Rules and Regulations, Chapter V, Paragraph 2.15*, this change does not eliminate anyone's right to grieve terms and conditions of employment or otherwise assert due process rights.

APPENDIX – Information Resources

## **NETWORK SERVICES AGREEMENT**

This Network Services Agreement is entered into as of the date last executed by the parties (the “Effective Date”), by and between Consolidated Communications Enterprise Services, Inc., a Delaware corporation (“CCES”), and Texas State University, an institution of higher education and an agency of the State of Texas (“University”). This Network Services Agreement, together with (i) the Service Orders (as such term is defined below) accepted by CCES pursuant to the terms hereof, and (ii) the schedules and exhibits attached hereto, are hereafter collectively referred to as this “Agreement.”

### **1. NETWORK:**

1.1 CCES Backbone. CCES has constructed a certain ringed inter-city fiber optic backbone which includes a link between Dallas, Texas and San Antonio, Texas and on that backbone owns and manages a scalable DWDM network between the CCES Dallas POP and the CCES San Antonio POP that will be connected to the University STAR Park POP (as such terms are defined below (collectively the “CCES Backbone”).

1.2 Description of Applicable POPs. The CCES Backbone applicable to the capacity described below includes the following points of presence (“POPs”) and points of demarcation (or demarc) at the following locations:

#### San Marcos, Texas

University STAR	
Park POP –	3055 Hunter Road, San Marcos, Texas
Demarc –	CCES will provide connectivity to University through CCES equipment located at rack space and related power and facilities supplied by University at the University STAR Park POP

#### San Antonio, Texas

CCES	
San Antonio POP –	100 Taylor, San Antonio, Texas
Demarc –	Suite 301 at 100 Taylor

#### Dallas, Texas

CCES Dallas POP –	400 S. Akard, Dallas, Texas
Demarc –	The Meet-Me-Room at the CCES Dallas POP

CCES may, from time to time, expand, relocate or otherwise modify the CCES Backbone in its sole discretion, provided during the Term of this Agreement, CCES will maintain POPs that include the CCES San Antonio POP and the CCES Dallas POP and will maintain connectivity to the University STAR Park POP capable of furnishing the services set forth herein to the points of demarcation listed herein.

1.3 Network. Except for any special construction to interconnect with the University STAR Park POP, CCES has acquired and already operates the DWDM network to be utilized by CCES to deliver the services described herein. In connection with this Agreement, CCES will maintain during the Term of this Agreement the DWDM network utilizing two (2) fibers on the CCES Backbone. The parties acknowledge and agree that the network shall be a joint use network and that CCES will have all rights to use and utilize the CCES Backbone except as to the services expressly provided to University herein.

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1.4 Capacity. The capacity (“Capacity”) to be provided to University during the Term shall consist of the Initial Capacity described below and may include the Additional Capacity as ordered and paid for by University pursuant to this Agreement for a maximum Capacity between the University STAR Park POP and either of the CCES Dallas POP or the CCES San Antonio POP of ten (10) 10.0 Gbps circuits. The Capacity will provide for the following, subject to payment by University of applicable charges under this Agreement:

- Infinera optical electronics system
- Installation of sufficient CCES-provided DWDM equipment to the University STAR Park POP capable of delivering to University all ordered services on up to ten restorable 10.0 Gbps circuits.
- Initial Capacity (“Initial Capacity”) shall consist of:
  - one (1) 10.0 Gbps circuit between the University STAR Park POP in San Marcos, Texas to the CCES San Antonio POP and
  - one (1) 10.0 Gbps circuit between the University STAR Park POP to the CCES Dallas POP
- Additional Capacity (“Additional Capacity”) shall consist of up to eight (8) additional 10.0 Gbps circuits between the:
  - University STAR Park POP to the CCES San Antonio POP and/or
  - University STAR Park POP to the CCES Dallas POP.
- Availability of cross connections to local service providers or other University carriers at each POP at University’s sole costs and expense; and provided further that University will be responsible for rack space, building entrance fees, cross connect fees, costs of power for any University equipment or facilities at the CCES San Antonio POP and the CCES Dallas POP and will provide at its cost and expense rack space, power and access to CCES for the CCES equipment and facilities located at the University STAR Park POP.
- Restorability of circuits, per Infinera standards, is provided on a best efforts basis and at no charge.
- Service Level Availability as set forth on Exhibit A-2.

Except as otherwise expressly reserved for University as Additional Capacity, the remaining 10.0 Gbps circuits, transponders and related equipment are available for CCES’s use, in its sole discretion (the “CCES Retained Capacity”).

1.5 University Network. As used in this Agreement, the term “University Network” refers to the high speed broadband portion of the Network available and utilized by University consisting of the Initial Capacity and Additional Capacity, as applicable. Upon commencement of service and for so long as this Agreement remains in effect, CCES will maintain the University Network for University subject and pursuant to the terms of this Agreement in accordance with Exhibit B attached hereto.

1.6 Estimated Date for Completion of Network. The estimated date for completion of the University Network is one hundred twenty (120) days following the Effective Date. CCES shall use reasonable efforts to complete and deliver the University Network by the estimated date, but the inability of CCES to deliver all of the University Network by such date shall not be a Default (defined below) under this Agreement.

## **2. TERM OF AGREEMENT:**

2.1 Commencement Date and Initial Term. The Agreement will commence thirty (30) days following delivery to University of written notice from CCES of completion of the University

Network (the “Commencement Date”) or such earlier date as the parties may mutually agree in writing. The initial term of this Agreement shall be exactly ten (10) years commencing as of the Commencement Date (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically terminate unless renewed or extended as set forth below.

- 2.2 Maximum Term of Agreement. Notwithstanding anything herein to the contrary, the maximum period of years that this Agreement will remain in effect, including the Initial Term and any extensions or renewals thereof, shall be exactly twenty (20) years following the Commencement Date (the “Maximum Term”).
- 2.3 Extension of Initial Term for 100 Gbps Circuit. At any time during the Initial Term or Renewal Term, University may request by Service Order a 100 Gbps circuit originating from the University STAR Park POP to either of the CCES San Antonio POP or the CCES Dallas POP for a one-time payment by University of \$420,500.00 (the “Upgrade and Extension Fee”). The parties agree that upon payment of the Upgrade and Extension Fee, the Initial Term will be extended to the Maximum Term. For example, assuming the Commencement Date is March 1, 2014, if on March 1, 2018, University purchases a 100 Gbps circuit as described above and pays the Upgrade and Extension Fee, the Term shall be extended until March 1, 2034. The parties agree that the Initial Term may be extended pursuant to this Section 2.3 one time only. Additional 100 Gbps circuits, if any, requested by University and provided by CCES will be priced on an individual case basis as determined by University and CCES. Such individual case pricing will not exceed \$420,000.00.
- 2.4 Renewal Term. Upon expiration of the Initial Term (unless extended to the Maximum Term by payment by University of the Upgrade and Extension Fee), this Agreement shall automatically terminate unless University elects to renew the term for the remainder of the Maximum Term (the “Renewal Term”) by providing written notice of request for renewal to CCES no more than one hundred eighty (180) days and no less than one hundred twenty (120) days prior to the end of the Initial Term. If University requests to renew the term, the parties agree to renew this Agreement, by payment to CCES of a renewal fee per 10.0 Gbps Channel as set forth in Exhibit A-2 (the “Renewal Fee”). Upon expiration of the Renewal Term, if any, this Agreement shall automatically terminate.
- 2.5 Term. The Initial Term and Renewal Term, if any, are hereafter collectively referred to as the “Term.”

### **3. FEES AND SERVICES:**

#### **3.1 Fees.**

A. Network Installation Fee. University agrees to pay CCES a fee for (i) University Network utilization and for (ii) equipment to be utilized in connection with the Initial Capacity (collectively the “Network Installation Fee”) in accordance with the delivery schedule as more particularly described on attached Exhibit A-1.

B. Additional Capacity Fee. During the then applicable Initial Term or Renewal Term of the Agreement, University may request Additional Capacity in one or more 10.0 Gbps circuits for a maximum of eight (8) additional 10.0 Gbps circuits at the University STAR Park POP terminating to either the CCES San Antonio POP or the CCES Dallas POP. For each requested 10.0 Gbps circuit, University will pay CCES an Additional Capacity Fee as described on attached Exhibit A-2 (the “Additional Capacity Fee”).

C. Other Charges. University may also pay CCES for cross connects, rack space and other additional services as set forth on Exhibit A-2. Additional services, including Additional Capacity, will be obtained pursuant to written service order requested of CCES in accordance with CCES's standard service order form ("Service Orders").

D. Other Requested Services. Reconfiguration of the existing 10.0 Gbps Channels, equipment upgrades, additional POPS, as available, and other services may be requested by University pursuant to written Service Order to CCES. If available, CCES will use commercially reasonable efforts to fulfill the requests as soon as possible at prices and terms as mutually agreed pursuant to a fully executed Service Order.

E. Other Services. All other services provided to University will be provided on an individual case basis pursuant to a fully executed Service Order.

F. Renewal Fee. Upon expiration of the Initial Term, if University elects to renew the Agreement, University will pay a Renewal Fee to CCES for the Renewal Term in accordance with Section 2.4 above.

G. Reconfiguration Fee. In the event University upgrades a segment to a 100 Gbps circuit as described in Section 2.3, CCES will allow portability of existing 10.0 Gbps circuits on the upgraded route to the other segment for a one time reconfiguration charge of \$25,000 per 10.0 Gbps. All 10.0 Gbps (including the initial capacity) can be reconfigured as long as the total number of 10.0 Gbps s on that segment is below 8X10.0 Gbps.

3.2 Invoicing and Payment. Upon completion of any deliverable and acceptance by University, or in the event any other fee or charge becomes due under the terms of this Agreement, CCES will submit an invoice setting forth amounts due to CCES. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay to CCES the amount approved so long as CCES is not in default under this Agreement. If University disapproves any invoice amount, University will give CCES specific reasons for its disapproval in writing. CCES shall submit invoices to University as follows:

*Texas State University  
601 University Drive  
San Marcos, Texas 78666  
Attn: Mike Krzywonski – Director of Network Operations*

3.3 Maintenance.

A. General Maintenance Obligations. Provided University is not then in Default of any material terms of this Agreement, and except as otherwise provided below, CCES will provide hardware and software maintenance of the equipment and facilities comprising the University Network during the Term for no additional charge to the point of demarcation of the University Network applicable to each POP. CCES will further at all times during the Term provide the equipment, spares and replacements reasonably necessary for CCES to perform maintenance on all applicable equipment.

B. Special Provisions Regarding University STAR Park POP. Notwithstanding the foregoing, however, University acknowledges that CCES will construct diverse fiber

optic cable routes from its existing backbone to the University STAR Park POP (collectively the "University Lateral"). Such University Lateral will initially be specially-constructed, diverse routes with University currently as the single user on the route segments. As a result, since University will be the sole user of the University Lateral, University will reimburse its Pro Rata Share of CCES's Costs (as such terms are hereafter defined) of (i) any required relocations or (ii) any one-time maintenance event exceeding \$25,000.00. However, University's Pro Rata Share shall not exceed \$25,000 per one-time maintenance event. If the cost of work relating to any single event or multiple, closely related events is greater than \$50,000.00, the amount in excess of \$50,000 shall be split between CCES and University, CCES paying 60% and University paying 40%. For purposes hereof, required relocations consist of any relocations of any portion of the University Lateral: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit); (ii) in order to comply with applicable laws; or (iii) to prevent or abate interference with or interruption of the University Lateral, or an unreasonable risk thereof, due to the existence of physical conditions (e.g. rock slides, seismic conditions). For purposes of this section, "Pro Rata Share" means University's share of the total assigned fibers in use on the University Lateral without regard to the total fiber count in the University Lateral. If University has four fibers assigned to University in the University Lateral and there are no other users with assigned fibers, University's Pro Rata Share of the Costs will be 100%. For purposes of this section, "Costs" means costs incurred and computed in accordance with the established accounting procedures used by CCES to bill third parties for reimbursable projects and generally accepted accounting principles. Such costs include the following: (i) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed thirty percent (30%) of the labor costs computed without such overhead); and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, required rights and easements, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

- 3.4 Estimated Availability Date. Upon acceptance of a Service Order for Additional Capacity, CCES shall notify University of the estimated delivery date (the "Estimated Availability Date") of the ordered Capacity. CCES shall use reasonable efforts to install the ordered Additional Capacity on or before the Estimated Availability Date, but the inability of CCES to deliver Additional Capacity by such Estimated Availability Date shall not be a Default under this Agreement. If CCES has failed to install the ordered additional capacity within 90 days after the Estimated Availability Date, the Service Order for Additional Capacity shall be considered null and void, and University will not be liable for any payment related to the Service Order and CCES shall refund to University any amount already paid towards the Service Order, unless otherwise agreed to in writing by both parties.
- 3.5 Upgrades. The equipment to be ordered and provisioned by CCES for operation on the CCES Backbone in connection with this Agreement shall be obtained from Infinera and will be reasonably suited for the provision of the Initial Capacity described herein consistent with industry standards as of the Commencement Date. The parties acknowledge that technology and industry standards are subject to change. Additional enhancements, capabilities and functionality may from time to time be developed and deployed with respect to the equipment and Capacity that may require additional investment and/or replacement of equipment to avoid obsolescence or other deleterious effect to the CCES Backbone and the Capacity. CCES has not undertaken responsibility for the costs and expense of any technology change, but is solely committing to provide the Initial Capacity under existing equipment and capabilities normally deployed in comparable networks as of the time of execution of this Agreement. CCES shall not be required

under this Agreement to make modifications due to technology change or to otherwise maintain compatibility with evolving industry standards, but any such modifications and upgrades required during the Term with respect to the Capacity shall be made at the election of CCES following consultation with University and payment by University of any applicable charges determined by the parties. Any replacement of the Infinera optical electronics system following the expiration of the Initial Term shall require the negotiation and execution of a new agreement

#### **4. UNIVERSITY RESPONSIBILITIES:**

- 4.1 Timely Payment. University shall timely pay the Network Installation Fee, any applicable Renewal Fee and Additional Capacity Fee, and all other charges authorized by this Agreement and perform its other duties set forth in this Agreement and any applicable Service Order.
- 4.2 Utilization of University Network. University will at all times utilize the University Network solely for the purposes of University's educational, research, health care and other authorized governmental purposes.
- 4.3 Network Provisioning. University will be responsible for, and will reimburse, CCES's Costs for voluntary (i.e. non-outage related) substitutions, changes or rearrangements of any equipment, facility or systems applicable to the University Network made at the request of University.
- 4.4 Compliance with Agreement. University will at all times materially comply with all other of its representations, warranties, agreements and obligations set forth in this Agreement.

#### **5. INTERCONNECTION:**

- 5.1 Equipment. Provided that CCES will install, own and operate the Infinera equipment to enable CCES exclusively to deliver the Capacity to University; as to the University STAR Park POP University provides CCES at no cost to CCES adequate secured space, power and access to install, operate, maintain and repair the equipment. At each applicable POP, University shall provide all other appropriate equipment necessary to interconnect with CCES at the 10.0 Gbps level. As used herein, the term "Interconnection Facilities" shall mean transmission capacity provided by University or its third party suppliers to extend the Capacity provided by CCES from the University Network to any other location.
- 5.2 Joint Use of POP. At each POP, subject to the terms of this Agreement and any applicable rules and requirements of the owner of the POP, CCES will provide University with access to and use of designated floor space, equipment racks, and backup power upon terms mutually agreeable to both parties.
- 5.3 Failure of Interconnection Facilities. Unavailability, incompatibility, delay in installation, or other impairment of Interconnection Facilities outside of CCES control shall not excuse University's obligation to pay any applicable CCES charges, whether or not such Capacity is useable by University.
- 5.4 Reimbursement for University owned facilities used by CCES to provide services to other customers. Provided that CCES requires rack space and/or power in addition to that specified in section 5.1 of this agreement to install, own or operate equipment at University STAR Park POP for the purpose of delivering services to customers other than University and provided that University agrees to make such additional rack space and power available to CCES; as to the use of University STAR Park POP, CCES agrees to pay University monthly for rack space and power

at the same rate specified in EXHIBIT A-2 for rack space in the CCES San Antonio and CCES Dallas POPs.

**6. PAYMENT OF CHARGES:**

- 6.1 Invoice of Charges. Except as otherwise provided in this Agreement, recurring charges, if any, shall be invoiced by CCES on a monthly basis in advance and non-recurring charges shall be invoiced in arrears. If the start of service date for any Capacity falls on other than the first day of any month, the first invoice to University shall consist of: (i) the pro-rata portion of the applicable monthly charge covering the period from the start of service date to the first day of the subsequent month, and (ii) the monthly charge for the following month.
- 6.2 Time for Payment. University shall make all payments due hereunder within thirty (30) days after the date of receipt of CCES's invoice by University. All payments shall be made in accordance with the State of Texas Prompt Payment Act for State Agencies. In no event shall the malfunction or non-operation of Interconnection Facilities (including local access when University is responsible therefor) relieve University of its obligation to pay CCES for Capacity.
- 6.3 Disputed Charges. University agrees that time is of the essence for payment of all invoices. University has the affirmative obligation of providing written notice and supporting documentation for any good-faith dispute with an invoice within sixty (60) days after the invoice date. If the University does not report a dispute within the sixty (60) day period, the University shall have irrevocably waived its dispute rights for that invoice. Any disputed amounts which are determined by CCES to be in error or not in compliance with this Agreement shall be adjusted on the next month's invoice. Any disputed amounts which are deemed by CCES to be correct as billed and in compliance with this Agreement, shall be due and payable by University, upon notification and demand by CCES, along with any late payment charges which CCES may impose pursuant to this Agreement. Disputes shall not constitute cause for University to delay payment of the undisputed balance to CCES.
- 6.4 Increases in Governmental Charges. To the extent authorized by the Constitution and laws of the State of Texas, University shall be responsible for 50% (Fifty Percent) of any increase in municipal right of way charges or other impositions by any governmental authorities which have the effect of increasing CCES's cost of providing the Capacity.
- 6.5 Refund of Deposit/Prepayment. Subject to the terms of this Agreement, including but not limited to Section 16.4 below, in the event this Agreement is canceled by CCES for reason not attributable to University or if canceled by University for default of performance by CCES or Force Majeure, then within thirty (30) days after termination, CCES will reimburse University for all advance payments paid by University to CCES that were (a) not earned by CCES prior to termination, or (b) for goods or services that the University did not receive from CCES prior to termination.

**7. EVENTS OF DEFAULT:**

- 7.1 Default. A party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within ten (10) calendar days after receipt of such notice; provided, however, that where a material default cannot reasonably be cured within such ten (10) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing (a "Default"). Any event of Default may be waived at the non-defaulting party's

option. Upon the failure of a party to timely cure any material Default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of this Agreement, (i) suspend its performance under this Agreement, (ii) as to any monetary obligation of the defaulting party, enforce payment thereof, including interest as provided herein together with reimbursement of reasonable attorney's fees expended in the collection of the amounts due, (iii) terminate this Agreement, and/or (iv) take any other action expressly authorized for such Default pursuant to the terms of this Agreement.

- 7.2 Loss of Funding. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to CCES and University may terminate the Agreement without further duty or obligation hereunder. CCES acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University. In the event of loss of funding, University's obligations under this Agreement and University's rights in the University Network and any Capacity shall cease without further financial obligation of either party to the other party.

## **8. BREACH OF CONTRACT CLAIMS**

- 8.1 Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and CCES to attempt to resolve any claim for breach of contract made by CCES:

CCES's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, CCES will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. CCES's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages CCES seeks, and the method used to calculate the damages. Compliance by CCES with subchapter B of Chapter 2260 is a required prerequisite to CCES's filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to CCES in accordance with the notice provisions in this Agreement, will examine CCES's claim and any counterclaim and negotiate with CCES in an effort to resolve the claims.

If the parties are unable to resolve their disputes under this section, the contested case process provided in subchapter C of Chapter 2260 is CCES's sole and exclusive process for seeking a remedy for any and all of CCES's claims for breach of this Agreement by University.

Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this 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 the courts.

The submission, processing and resolution of CCES's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

University and CCES agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

**9. TERMINATION:**

9.1 Manner of Termination. The non-defaulting party may terminate this Agreement for Default in accordance with the terms of this Agreement. In addition, this Agreement will terminate automatically upon expiration of the Term.

9.2 Removal of CCES Property. Within 60 days after the termination of this agreement, CCES shall remove all of CCES's electronics, equipment, or other property from the University STAR Park POP and any other University property. CCES shall complete such removal at its sole cost and expense in a manner that does not materially interfere with or damage University property. If CCES fails to remove its property within such 60 day period, University may, using reasonable care, remove and store CCES's property at CCES's expense for a period not to exceed 60 days from the date of University's written notice of removal to CCES at the expiration of which the property will be deemed to have been abandoned by CCES and University may use or dispose of the unclaimed CCES property without liability to CCES for such use or disposal.

9.3 Termination of Ownership. Upon contract termination, CCES expressly disclaims any right, title, perpetual right of use or any other interest in or to any fiber optic or copper cables installed by CCES on the University campus during the term of this agreement. All CCES cables installed on University owned property shall become the sole property of University and may be subsequently used, modified or removed at University's sole discretion. CCES shall retain ownership of all CCES cables existing outside of University owned property, as expressed in paragraph 14 of this agreement.

**10. GOVERNMENTAL AUTHORITY AND REQUIRED CERTIFICATIONS:**

10.1 CCES Representations. CCES represents and warrants that: (i) CCES has all requisite authorization and authority to execute and perform CCES's obligations under this Agreement, and (ii) CCES has complied and does comply with all laws, regulations, orders, and statutes which may be applicable to CCES, whether state or federal. A breach by CCES of any of the representations, warranties or covenants of this Section shall be deemed a Default hereunder, and shall allow University to terminate this Agreement.

10.2 Additional Certifications Required for Contracting with University.

A. CCES certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

B. Pursuant to Section 2155.004, *Texas Government Code*, CCES 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 this certification is inaccurate.

- C. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CCES agrees that any payments owing to CCES under this Agreement may be applied directly toward any debt or delinquency that CCES 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.
- D. Pursuant to Section 231.006, *Texas Family Code*, CCES 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.
- E. CCES covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, CCES shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- F. Access by Individuals with Disabilities. CCES 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 under the 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 CCES becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then CCES 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 CCES fails or is unable to do so, then University may terminate the Agreement and CCES will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.
- G. 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 I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, CCES is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-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 I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. 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 CCES employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with **Section 10**. CCES

represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- H. State Auditor's Office. CCES understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. CCES agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. CCES will include this provision in all contracts with permitted subcontractors.
- I. Ethics Matters: No Financial Interest. University will provide CCES with copies of any written Conflicts of Interest Policy and Standard of Conduct Guide. As provided in writing to CCES, neither CCES nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's written Conflicts of Interest Policy or provisions described by University's written Standards of Conduct Guide, or any applicable state ethics laws or rules. CCES represents and warrants that no member of the Board of Regents of The Texas State University System has a direct or indirect financial interest in the transaction that is subject to this Agreement.
- J. CCES understands and agrees to abide by all applicable laws and appropriate regulatory policies applying to the access to and security of all CCES provided facilities to the University. The University's mission includes data relating to healthcare, student records, University police interactions with law enforcement and governmental data which use CCES's fiber optic communications network provided to the University. Accordingly, data and other records regarding CCES's physical plant is subject to the restrictions and requirements of H.B. 9 (codified at Tex. Gov't Code §§ 418.176 – 418.182). In 2003, the Texas Attorney General opined in an open records determination that H.B. 9 made confidential certain LCRA topology records, in particular, LCRA's fiber system map, and held that map to be exempted from public disclosure under the Public Information Act because of H.B. 9, as codified in Gov't Code §§ 418.176 – 418.182. *See* Tex. Att'y Gen. Op. OR2003-8426 (2003). Release of infrastructure and topology information relating to CCES facilities delivering CCES services to the University must be approved by the University.
- K. Network Security. CCES has implemented and shall maintain a commercially-reasonable written information security program intended to prevent unauthorized access to or use of the CCES Backbone and network and to protect the security of information on the CCES Backbone and network. CCES shall immediately notify University if it learns of any situation that may have resulted in the unauthorized use or disclosure of University confidential information and assist University in investigating, assessing, and mitigating the extent and nature of the unauthorized use or disclosure. Such notice shall be provided by e-mail simultaneously to University at [ypit@txstate.edu](mailto:ypit@txstate.edu) and to CCES's customary point-of-contact at University, and shall be followed-up with notice to the contract notice addresses for University set forth in this Agreement in accordance with the procedures specified therein. CCES represents and warrants that CCES's arrangements with its contractors and interconnecting carriers with respect to transport and delivery of network-based communications are consistent with customary practice and usage in the telecommunications industry with respect to implementing appropriate safeguards intended to protect the security and confidentiality of the information transmitted over shared networks, and comply with all applicable laws including without

limitation the customer proprietary network information requirements under Section 222 of the Communications Act of 1934, as amended, and the Electronic Communications Privacy Act, as amended.

10.3 Condition Precedent to University Obligations Notwithstanding anything in this Agreement to the contrary, except for the Preliminary Payment and the Preliminary Payment Capacity, the parties acknowledge that University shall not be bound by this Agreement and shall have no obligations for its performance unless and until this Agreement shall have been approved by the Board, in their discretion. The individual executing this Agreement on behalf of University represents and warrants that he or she will use reasonable efforts to obtain Board authorization of the execution and performance of the remaining terms of the Agreement as soon as possible and advise CCES of that authorization once obtained. In the event Board authorization is not obtained prior to expiration of the term of service of the Preliminary Payment Capacity, then University agrees to so notify CCES, and the Agreement shall thereupon terminate without further obligation of the parties. In accordance with the foregoing, University represents and warrants that: (i) subject to the limitations above, University has all requisite authorization and authority to execute and perform University's obligations under this Agreement, and (ii) University has complied and does comply with all laws, regulations, orders, and statutes which may be applicable to University, whether state or federal. A breach by University of any of the representations, warranties or covenants of this Section shall be deemed a Default hereunder, and shall allow CCES to terminate this Agreement.

**11. FORCE MAJEURE:**

Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, fiber optic cable cut, storm, extreme temperatures or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties; actions or inactions of a third party provider or operator of facilities employed in provision of the Capacity; or any other conditions or circumstances beyond the reasonable control of CCES which impede or affect the Capacity or the transmission of telecommunications services, or any other circumstances of like character.

**12. INSURANCE; INDEMNIFICATION:**

12.1 CCES, 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 having an A.M. Best Rating of A-:IV or better, and in amounts (unless otherwise specified), as University may require:

12.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability	
Insurance with limits of not less than	\$1,000,000:
Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - 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;

12.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
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

12.1.3 Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

CCES will deliver to University evidence satisfactory to University in its sole discretion, evidencing 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 CCES under this Agreement.

The insurance policies required in this Agreement will be kept in force for the entire contract period.

12.2 Notwithstanding the foregoing, it is the stated policy of University not to acquire commercial general liability insurance for torts committed by employees of University who are acting within the scope of their employment. Rather, CCES agrees to look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of individuals not employed by the University.

12.3 Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CCES WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE MEMBER INSTITUTIONS OF THE 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 CCES’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, OR NEGLIGENT OMISSION WITH THE EXCEPTION OF GROSS NEGLIGENCE AND WILLFUL MISCONDUCT OF CCES GROUP, ANYONE DIRECTLY EMPLOYED BY CCES OR ANYONE FOR WHOSE ACTS CCES MAY BE 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. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

IN ADDITION, CCES WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CCES, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CCES, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CCES AND CCES WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CCES. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, UNIVERSITY AGREES TO INDEMNIFY AND HOLD CCES AND ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FREE AND HARMLESS FROM ALL LIABILITY, LOSS, DAMAGE, COSTS, AND ALL OTHER CLAIMS FOR EXPENSES ASSERTED AGAINST ANY OF THEM WHICH MAY ARISE FROM INJURIES TO PERSONS OR PROPERTY OCCASIONED BY THE NEGLIGENT ACTS OR OMISSIONS OF UNIVERSITY OR ITS EMPLOYEES, ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT AND IN PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT.

**13. ASSIGNMENT:**

University may assign rights to any Capacity under this Agreement to any member organization of The Texas State University System or to other institutions of higher learning and related non-profit and governmental organizations. CCES may assign its rights and/or obligations hereunder (i) to any subsidiary, parent company or affiliate, (ii) pursuant to any financing, merger or reorganization, or (iii) pursuant to any sale or transfer of substantially all of the assets of CCES. CCES may also utilize the CCES Retained Capacity, or any portion thereof, in the provision of capacity, facilities and services to its affiliates and customers. Otherwise, neither party may assign its rights and/or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, and any assignment not permitted under this Agreement will be void ab initio. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

**14. TITLE:**

Notwithstanding paragraph 9.3 of this agreement, University expressly disclaims any right, title, perpetual right of use or any other interest in or to any portions of the CCES Backbone and any fiber optic cable, facilities, electronics, equipment, right of way or other property otherwise used or supplied by CCES under this Agreement. Further, CCES reserves the right to modify, expand or otherwise change the route of the CCES Backbone from time to time in its sole discretion provided that CCES maintains interconnectivity to the POPs on the CCES Backbone as described herein.

**15. WARRANTIES AND LIMITATION OF LIABILITY:**

- 15.1 General. CCES warrants that Capacity shall be provided to University and shall operate in material compliance with prevailing industry standards as of the Commencement Date. If CCES determines that Capacity is not being provided in accordance with applicable standards, CCES agrees to use reasonable efforts under the circumstances to conform Capacity to industry standards.
- 15.2 Exclusivity. THE WARRANTIES CONTAINED IN SECTION 15.1 OF THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, CCES HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY TO UNIVERSITY FOR INTERRUPTIONS AFFECTING THE CAPACITY FURNISHED HEREUNDER WHICH ARE ATTRIBUTABLE TO UNIVERSITY'S INTERCONNECTION CAPACITY OR TO UNIVERSITY'S EQUIPMENT FAILURES, OR TO UNIVERSITY'S BREACH OF THIS AGREEMENT.
- 15.3 Limitation on Liability. As used in this Agreement, the term "CCES Group" shall mean: (i) CCES, (ii) any third parties providing facilities or equipment used by CCES in furtherance of CCES's provision of Capacity to University, (iii) any affiliates of CCES or such third parties, and (iv) any director, officer, agent, servant, employee, independent contractor, or supplier of CCES, any such third parties, or any such affiliates. In no event shall CCES Group be liable for any indirect, incidental, consequential, punitive, special or other damages, arising out of or related to any Capacity, services, equipment, facilities or systems provided or utilized under this Agreement

(including, without limitation, any damages for loss of data or interruption of data transmission). University further agrees that any other limitation of liability or protection to which CCES may be entitled, arising out of this Agreement, the Capacity or any services performed hereunder, shall fully apply to and benefit CCES Group, in the same manner and to the same extent such provisions or protection apply to and benefit CCES.

**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 OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, 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.**

15.4 Exclusive Remedies. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY: UNIVERSITY AGREES THAT ITS SOLE REMEDIES IN THE EVENT OF ANY UNCURED DEFAULT BY CCES SHALL BE THE RIGHT TO TERMINATE THIS AGREEMENT AND OBTAIN A REFUND FROM CCES OF 1/120<sup>TH</sup> OF ONE-HALF OF THE NETWORK INSTALLATION FEE FOR EACH MONTH OF THE INITIAL TERM THEN REMAINING FOLLOWING THE DATE OF TERMINATION, NOT TO EXCEED A TOTAL SUM OF ONE-HALF (1/2) OF THE NETWORK INSTALLATION FEE (I.E. FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00)). NOTWITHSTANDING THE FOREGOING, HOWEVER, FOR PURPOSES OF DETERMINING CCES'S LIABILITIES UNDER THIS SECTION DURING ANY EXTENDED INITIAL TERM, THE TERM "NETWORK INSTALLATION FEE" AS USED IN THIS SECTION SHALL BE CALCULATED BASED ON THE AMOUNT PAID BY UNIVERSITY FOR THE APPLICABLE UPGRADE OF THE UNIVERSITY NETWORK RESULTING IN THE EXTENSION OF THE INITIAL TERM AND NOT ON THE ORIGINAL NETWORK INSTALLATION FEE PAID BY UNIVERSITY AS OF COMMENCEMENT OF THE INITIAL TERM.

**17. USE OF CAPACITY:**

CCES's obligation to provide Capacity specified herein is conditioned upon University not allowing the Capacity to be used for any unlawful purpose or in violation of any governmental regulations or authorizations as outlined in this Agreement. University will utilize the Capacity and University Network solely for educational, public healthcare and governmental purposes and will not, without CCES's prior written consent, allow or permit the Capacity or the University Network to be used by any third party that is not a Kindergarten-Twelfth (K-12) grade educational school, Higher Education institution, public healthcare, governmental or other such affiliated entity.

**18. MISCELLANEOUS:**

- 18.1 Cooperation. University shall execute such other documents, provide such information and cooperate with CCES, all as may be reasonably required by CCES in connection with providing the Capacity.
- 18.2 Service Orders. In the event of any conflict between the provisions of this Agreement and the terms of any Service Order, the terms of the Service Order shall control. Notwithstanding anything herein to the contrary, no provision or term of any Service Order shall be a part of this Agreement or binding on CCES unless and until an authorized representative of CCES has executed such Service Order.
- 18.3 Conflict with Statute. If any provision of this Agreement conflicts with any statute, rule or order of any governmental unit or regulatory body, or tariff filed by CCES, then, if required by law, this Agreement shall remain in effect but shall be automatically modified by such conflicting law, statute, rule, order or tariff, subject to the termination rights granted herein.
- 18.4 No Partnership. Neither this Agreement, nor the provision of Capacity hereunder, shall create a partnership or joint venture between the parties or result in a joint communications service offering to any third parties.
- 18.5 Acknowledgement of Absence of Adverse Financial Interest. CCES represents to University that no member of the Board has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.
- 18.6 Controlling Law. The parties agree that this Agreement shall be construed under the laws of the State of Texas without regard to choice of law principles. Hays County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement.
- 18.7 Amendments in Writing. No subsequent agreement concerning Capacity or modification to this Agreement shall be binding upon the parties unless it is made in writing by an authorized representative of University and an authorized representative of CCES.
- 18.8 Invalidity. If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and the University and CCES agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.
- 18.9 Survival. The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the parties hereto shall survive the completion of performance and termination of this Agreement, including, without limitation, the making of any and all payments due hereunder.
- 18.10 Meaning. Words having well-known technical or trade meanings shall be so construed.
- 18.11 Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a waiver of any term or condition of this Agreement.
- 18.12 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be given by: (i) hand delivery, (ii) first-class registered or certified mail with postage prepaid, (iii) overnight receipted courier service, or (iv) telephonically confirmed facsimile transmission, which notice is addressed to the party at the address set forth



below, or such other address as may hereafter be designated in writing by the parties. Notices given in accordance with this Section shall be effective upon receipt or when receipt is refused.

All notices to CCES shall be addressed to:

CONSOLIDATED COMMUNICATIONS ENTERPRISE  
SERVICES, INC.  
Attn: General Manager – Carrier Services  
350 S. Loop 336 W  
Conroe, Texas 77304  
Facsimile No.: 936-788-1229

All notices to University shall be addressed to:

THE TEXAS STATE UNIVERSITY SYSTEM  
601 University Drive  
San Marcos, Texas 78666  
ATTN: Mike Krzywonski  
Director of Network Operations  
Facsimile: 512-245-8597

with a copy to:

THE TEXAS STATE UNIVERSITY SYSTEM  
601 University Drive  
San Marcos, Texas 78666  
ATTN: Jose Rodriguez  
Director of Technology Resources Business Services  
Facsimile: 512-245-8597

The addresses set forth may be changed by appropriate written notice to the other party.

- 18.13 Complete Agreement. This Agreement comprises the complete and exclusive statement of the agreement of the parties concerning the subject matter hereof, and supersedes all previous statements, representations, and agreements concerning the subject matter hereof.

Consolidated Communications Enterprise  
Services, Inc.

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

**TEXAS STATE UNIVERSITY SYSTEM**  
Examined and Recommended:

\_\_\_\_\_  
President  
Texas State University

\_\_\_\_\_  
Chancellor  
The Texas State University System

APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Date

**EXHIBIT A-1**

**TEXAS STATE UNIVERSITY 10 GIGABIT NETWORK BUILD AND INSTALLATION**

DESCRIPTION	RATE
<p><b>NETWORK INSTALLATION FEE</b> (one-time charge)</p> <p><b>NETWORK UTILIZATION:</b></p> <p><b>Nonrefundable Right to Use Fees for Network Installation for University Network Capacity that Utilizes and Includes the Following –</b></p> <ul style="list-style-type: none"> <li>▪ 2 shared strands of Single Mode Fiber</li> <li>▪ Interconnection to the CCES San Antonio POP and CCES Dallas POP</li> <li>▪ Fiber Operations &amp; Maintenance Services               <ul style="list-style-type: none"> <li>○ Fiber Locates</li> <li>○ Fiber Mandated Moves</li> <li>○ Network Maintenance Outage Scheduling</li> <li>○ Network Surveillance, Dispatch, and Repair</li> </ul> </li> <li>▪ Network Administration               <ul style="list-style-type: none"> <li>○ 10.0 Gbps Circuit Administration Records</li> <li>○ Service Order Processing</li> <li>○ Continuing Property Records (Plant Accounting/Depreciation)</li> </ul> </li> <li>▪ Initial Network Design based on University Requirements</li> </ul> <p><b>EQUIPMENT:</b></p> <p><b>Infinera Optical Equipment Fee for University’s Initial Capacity</b></p> <ul style="list-style-type: none"> <li>▪ One (1) 10.0 Gbps Circuit between the University STAR Park POP (in University-supplied rack space) and the CCES San Antonio POP</li> <li>▪ One (1) 10.0 Gbps Circuit between the University STAR Park POP (in University-supplied rack space) and the CCES Dallas POP</li> </ul> <p align="right"><b>TOTAL NETWORK INSTALLATION FEE:</b></p>	<p align="right"><b>\$550,000.00</b></p>
<p><b>MAINTENANCE (payable as invoiced)*</b> <b>Monthly Charges</b> Costs * Special provisions apply to certain maintenance on the University Lateral as set forth in Section 3.3 B</p>	<p align="right">N/C</p> <p align="right"><b>Invoiced As Incurred</b></p>

<b>SERVICE LEVEL AVAILABILITY</b>	
<b>Availability (Monthly and Annually) - On-net</b>	<b>99.99% or better</b>
<b>BER</b>	<b>10-9 or better</b>
<b>Error Free Seconds</b>	<b>99.99% or better</b>
<b>Mean Time to Repair - On-net only</b>	<b>less than 2 hours</b>

**EXHIBIT A-2**

**OPTIONAL FUTURE SERVICES AND PRICING EXHIBIT**

<b>DESCRIPTION</b>	<b>RATE</b>
<p><b>ADDITIONAL CAPACITY FEE – Section 3.1 B of Agreement</b>                      Each additional 10.0 Gbps circuit from the University STAR Park POP to either the CCES San Antonio POP or the CCES Dallas POP</p> <ul style="list-style-type: none"> <li>▪ Per 10.0 Gbps circuit</li> <li>▪ Maximum of 8 total 10.0 Gbps circuits (in addition to the Initial Capacity)</li> </ul> <p align="right"><b>Price Per 10.0 Gbps Circuit</b></p> <p><b>UPGRADE AND EXTENSION FEE – Section 2.3 of Agreement</b>                      Price to upgrade the Capacity and extend the Initial Term to the Maximum Term, if applicable</p> <p><b>RENEWAL FEE – Section 2.4 of Agreement</b>                      Price to renew for an additional 10 year term at expiration of initial 10 year term</p> <p align="right"><b>Base Price to Renew Initial Capacity</b></p> <p align="right"><b>Price to Renew Per 10.0 Gbps Circuit of Additional Capacity</b></p> <p><b>PORTABILITY FEE – Section 3.1 G of Agreement</b>                      Price for portability per 10.0 Gbps circuit if requested by University to relocate existing 10.0 Gbps circuits on a segment in connection with upgrade to a 100 Gbps circuit</p>	<p align="right"><b>\$55,000.00</b></p> <p align="right"><b>\$420,000.00</b></p> <p align="right"><b>\$275,000.00</b></p> <p align="right"><b>\$25,000.00 (each)</b></p> <p align="right"><b>\$25,000.00 (each)</b></p>
<p><b>CONFIGURATION CHARGES</b></p> <p align="right"><b>First 3 months of Initial Term</b></p> <p>CCES will set up University’s system to match initial configuration</p> <p align="right"><b>Remainder of Term</b></p>	<p align="right"><b>N/C</b></p> <p align="right"><b>\$150 per cross-connect/ \$300 per fiber pair network configuration</b></p>
<p><b>RACK SPACE IN CCES SAN ANTONIO POP AND CCES DALLAS POP</b></p> <p>Racks, if available</p>	<p align="right"><b>\$750.00 per rack</b></p>

Power Charges	<b>Power requirements will be invoiced and reimbursed as incurred by CCES</b>
<b>MAINTENANCE</b> (payable as invoiced)*  <p style="text-align: right;"><b>Monthly Charges</b> <b>Costs</b></p>	<p>N/C</p> <p><b>Invoiced As Incurred</b></p>
* Special provisions apply to certain maintenance on the University Lateral as set forth in Section 3.3 B	
<b>SERVICE LEVEL AVAILABILITY</b>	
<b>Availability (Monthly and Annually) - On-net</b>  <b>BER</b>  <b>Error Free Seconds</b>  <b>Mean Time to Repair - On-net only</b>	<p><b>99.99% or better</b></p> <p><b>10<sup>-9</sup> or better</b></p> <p><b>99.99% or better</b></p> <p><b>less than 2 hours</b></p>

## **EXHIBIT B**

### **MAINTENANCE PROCEDURES**

All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. Maintenance.
  - a. Scheduled Maintenance. Routine maintenance and repair (“Scheduled Maintenance”) of the portions of the CCES Backbone applicable to the University Network (the “University’s System”) shall be performed by or under the direction of CCES, at CCES’s reasonable discretion or at University’s request. CCES will notify University of Scheduled Maintenance at soon as CCES knows date of Scheduled Maintenance. Scheduled Maintenance shall include the following activities:
    - (i) Monitoring of the University’s System on a regular basis;
    - (ii) Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates; and
    - (iii) Assignment of fiber maintenance technicians to a location reasonably proximate to the University Network.
  - b. Unscheduled Maintenance. Non-routine maintenance and repair of the Network which is not included as Scheduled Maintenance (“Unscheduled Maintenance”) shall be performed by or under the direction of CCES. Unscheduled Maintenance shall consist of:
    - (i) “Emergency Unscheduled Maintenance” in response to an alarm identification by CCES’s Network Operations Center (“NOC”), notification by University or notification by any third party of any failure, interruption or impairment in the operation of the University’s System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the University’s System.
    - (ii) “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the University’s System.
    - (iii) CCES will log the time of report of Unscheduled Maintenance, verify the problem and dispatch personnel immediately to take corrective action in accordance with the following timelines:

<u>Period of Outage/Impairment</u>	<u>Response Level</u>
0-2 hours	CCES local technician supervised repair
2-4 hours	CCES manager level supervised repair
4-8 hours	CCES general manager level supervised repair
8+ hours repair	Infinera on-site technical support supervised

At all times during the outage or impairment condition, CCES will notify and coordinate with CCES management, University representatives and manufacturer (Infinera) technical support.

2. NOC.

CCES will operate and maintain a NOC staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. CCES's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. CCES shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CCES becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of CCES. CCES shall maintain a toll-free telephone number to contact personnel at the NOC. CCES's NOC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the University's System either (i) through the University's remote surveillance equipment and upon notification by University to CCES, or (ii) upon notification by a third party.

3. Cooperation and Coordination.

- a. University shall utilize an Escalation List provided by CCES attached as Exhibit B-1, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of CCES personnel in meeting maintenance service objectives.
- b. University will, as necessary, arrange for unescorted access for CCES to all POPs and other locations within the University's System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions. CCES will have no obligation to maintain, repair or take any other action with respect to any portions of the University's System where access is denied or reasonably impaired.
- c. In performing its services hereunder, CCES will take workmanlike care to prevent impairment to the signal continuity and performance of the University's System. The precautions to be taken by CCES shall include notifications to University of service affecting activities or conditions. In addition, CCES shall reasonably cooperate with University in sharing information and analyzing the disturbances regarding the equipment and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the University, then University shall, at CCES's reasonable request, make such personnel of University available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CCES in performing such maintenance as required of CCES hereunder.



- d. CCES will notify University at least ten (10) business days prior to the date in connection with any Planned Service Work Period (“PSWP”) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. University or its end-user universities shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with CCES’s ability to perform its obligations under this Agreement. In the event that after any such notification the Scheduled Maintenance is canceled or delayed, CCES shall notify University at CCES’s earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

- a. CCES will maintain the University’s System in a manner which will permit University’s use, in accordance with the terms and conditions of the Agreement.
- b. Except to the extent otherwise expressly provided in the Agreement, University will be solely responsible for providing and paying for any and all out-of-pocket costs of maintenance and other CCES services with respect to the electronic, optronic and other equipment, materials and facilities used by University in connection with CCES’s services.

5. Cable/Fibers.

- a. CCES will perform appropriate Scheduled Maintenance on the fiber optic cable contained in the University’s System in a good and workmanlike manner and in accordance with CCES’s then current preventative maintenance procedures as agreed to by University, which shall not substantially deviate from standard industry practice.
- b. CCES will maintain sufficient capability to teleconference with University during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, CCES will use commercially reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after notice of the discontinuity or damage. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, CCES shall commence its planning for permanent repair, and thereafter promptly shall notify University of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.
- c. In performing repairs, CCES will comply with industry standard splicing specifications for such fiber optic facilities. CCES will provide to University any modifications to these specifications as may be necessary or appropriate in any particular instance for University’s approval, which approval shall not be unreasonably withheld.
- d. CCES’s representatives or contracted companies that are responsible for initial restoration of a cut cable will carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CCES will maintain and supply an inventory of spare cable in storage facilities supplied and maintained by CCES at strategic locations to facilitate timely restoration.

6. Planned Service Work Period.

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major University's System work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

7. Subcontracting.

CCES may subcontract any of the maintenance services hereunder; provided that CCES shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve CCES of any of its obligations hereunder.

8. Amendment to Maintenance Procedures.

CCES reserves the right to revise these Maintenance Procedures at any time upon thirty (30) days' advance written notice to University.

**EXHIBIT B-1**

**ESCALATION LIST**

**Consolidated Communications Escalation Procedure**

**Consolidated Communications Trouble Reporting Number  
(Used for reporting and escalating individual circuit problems)**

Repair Center 24X7	<b>888-800-1611</b>
First Level Escalation – Dawn Frost	<b>217-234-5961</b>

**This is the first number to call to report an issue on a circuit. At this point a repair trouble ticket number will be assigned.**

**Consolidated NOC Escalation List  
(Used in the event of a multi-circuit network outage)**

7X24X365 Network Operations Center	800#: 888-608-7822 Toll#: 936-637-4445
Second Level Escalation-Shift Supervisor 7X24	800#: 888-608-7822 Toll#: 936-637-4445
Ryan Walker -Tier I Manager	Office#: 217-258-2901
Kurt Rankin – Sr. Manager NOC	Office# 217-258-2983
Tom White-VP Network Operations	Office#: 217-234-9962

**Carrier Services Contacts**

Chris Hopper: NOC/University Liaison	Follow-Me #: 936-760-9558
Steve Flach – Manager/Fiber	Office#: 281-396-5238 Cell#: 281-960-0633
Jackie Shelton – Manager/Circuits	Office#: 936-788-7840 Cell#: 936828-7382
Linda Nunez – Sales Manager	Office#: 936-788-7492 Cell#: 713-502-5817
David Harral- General Manager	Office#: 936-788-7427 Cell#: 936-827-7427

**DARK FIBER IRU AGREEMENT**

**Between**

**CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.  
("CCES")**

**and**

**TEXAS STATE UNIVERSITY ("User")**

Dated as of June 1, 2014

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## **EXHIBITS**

Exhibit A System Description

A-1 Map of Route Segments

A-2 Route Segment Listing

Exhibit B Fiber Splicing, Testing, and Acceptance Standards and Procedures

Exhibit C Fiber Specifications

Exhibit D Cable Installation Specifications

Exhibit E Operations Specifications

**Exhibit F Interconnections**

## **DARK FIBER IRU AGREEMENT**

This Dark Fiber IRU Agreement (this “Agreement”) is made, as of the Effective Date (as hereafter defined), by and between Consolidated Communications Enterprise Services, Inc., a Delaware corporation (“CCES”), and Texas State University, an institution of higher education and an agency of the State of Texas (“User”).

### **W I T N E S S E T H:**

WHEREAS, CCES has constructed or acquired, or will construct or acquire, a fiber optic communication system along the route segments depicted and described in Exhibits A-1 and A-2 attached hereto; and

WHEREAS, User desires to acquire from CCES, and CCES desires to provide to User, an exclusive, indefeasible right to use certain optical dark fibers in such fiber optic communications system as hereafter described for the consideration and upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

### **ARTICLE I** **DEFINITIONS**

Where capitalized, the following words and phrases in this Agreement shall be defined as follows:

“Acceptance” shall have the definition set forth in Exhibit B.

“Acceptance Date” shall have the definition set forth in Exhibit B.

“Affiliate” means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one or more intermediaries. “Control” and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, fifty percent (50%) or more of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity or management or operational control over such entity.

“Associated Conduit” means the conduit containing the User Fibers. Where Assessments or other charges are made with respect to Associated Conduit, the charges shall be based upon the number of User Fibers in the conduit to the total number of fibers in the conduit.

“Auditor” shall have the definition set forth in Section 10.2.

“Cable” means the fiber optic cable and fibers contained therein, including the User Fibers, and associated splicing connections, splice boxes and vaults, and conduit.

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“Claim” means any claim, action, dispute, or proceeding of any kind between User (or any of its Affiliates, successors or assigns) and CCES (or any of its Affiliates, successors, or assigns) and any other claim, transaction, occurrence, loss, liability, expense or other matter arising out of, in connection with, or in any way related to, the User IRU, the Cable, the System, this Agreement or any other instrument, arrangement or understanding related to the User IRU.

“Connecting Point” means a point where the network or facilities of User will connect to the System as further defined in Exhibit F and subject to the terms of said Exhibit F and Section 5.1 below.

“Costs” means costs incurred and computed in accordance with the established accounting procedures used by CCES to bill third parties for reimbursable projects and generally accepted accounting principles. Such costs include the following:

- (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation shall not exceed thirty percent (30%) of the labor costs computed without such overhead); and
- (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, Required Rights, sales, use or similar taxes, etc.) plus ten percent (10%) of such costs and expenses.

“Dark Fibers” means Fibers provided without electronics or optronics, and which are not “lit” or activated.

“Effective Date” means the date on which this Agreement has been fully executed by both parties.

“Facility Owners/Lenders” means any entity (other than CCES): (a) owning any portion of the System or any property or security interest therein, (b) leasing to CCES, or providing an IRU to CCES in, any portion of the System, or (c) that is an actual or prospective lender with respect to CCES or any Affiliates of CCES.

“Fiber Acceptance Testing” shall have the definition set forth in Exhibit B.

“Fiber Miles” means the number of Route Miles in a Route Segment multiplied by the relevant number of User Fibers in such Route Segment. For example, if there are four (4) User Fibers in a Route Segment with one hundred (100) Route Miles, there would be four hundred (400) Fiber Miles of User Fibers in such Route Segment. Route Miles in urban networks of one hundred (100) miles or less may be approximated and do not necessarily reflect the actual Route Miles of the network..

“Fibers” means any optical fibers contained in the System including the User Fibers, the fibers of CCES and the fibers of any third party in the System, excluding, however, any fibers granted to (whether through ownership, IRU, lease or otherwise) governmental entities in exchange for allowing use of streets, rights-of-way or other property under the jurisdiction of such entity.

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“Force Majeure Event” shall have the definition set forth in Section 20.1.

“I-9 Form” shall have the definition set forth in Section 25.5.

“Immigration Act” shall have the definition set forth in Section 25.5.

“Indefeasible Right of Use” or “IRU” means an exclusive, indefeasible right to use the optical fibers or other specified property; provided that the licensing of the same does not convey legal title to such fibers or other property.

“Indemnified Parties” shall have the definition set forth in Section 13.1.

“Indemnitor” shall have the definition set forth in Section 13.1.

“Interconnect Facilities” shall have the definition set forth in Exhibit F.

“IRU Payment” shall have the definition set forth in Section 3.1.

“Limitations” shall have the definition set forth in Section 25.3.

“List” shall have the definition set forth in Section 25.6.

“Non-Routine Maintenance” shall have the definition set forth in Section 8.1 below.

“Per Mile Rate” shall have the definition set forth in Section 3.1.

“Pro Rata Share” means with respect to specially constructed Route Segments for User, including Segment 1, Segment 2 and Segment 3 set forth on Exhibit A-2, the User’s share of the total assigned fibers in use on the applicable Route Segment without regard to the total fiber count in the Route Segment. If User has four fibers assigned to User in the applicable Route Segment and there are no other users with assigned fibers, User’s Pro Rata Share of the Costs will be 100%.

“Required Rights” shall have the definition set forth in Section 4.2 below.

“Right-of-Way Agreements” means agreements with right of way owners, property owners, utilities, railroads, government entities or other parties that CCES has entered into, or will enter into, to obtain some or all of the Required Rights.

“Route” means the route, including spurs, upon which the System will be constructed and installed consisting of the Route Segments.

“Route Miles” means the actual miles traversed by the Cable along the Route; provided that Route Miles in urban networks of one hundred (100) miles or less may be approximated and do not necessarily reflect the actual Route Miles of the network.

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“Route Segments” means the individual identified portions of the Route between each of the endpoints listed and described in Exhibit A-2 in which the User Fibers will be located or in the fiber optic network as described in Exhibit A-2.

“Routine Maintenance” shall have the definition set forth in Section 8.1.

“Scheduled Delivery Date” means the date defined in Section 4.4(a) below.

“Segment” means a discrete portion of the System and may refer to a Span, a portion between two POPs or a POP and a System end point, or a portion of the System affected by a relocation or other circumstance.

“Span” means, as applicable, a portion of the System between (a) a CCES-designated POP or a System end point and (b) another CCES-designated POP or a System end point along the Route from such site.

“System” means CCES’s fiber optic communications system constructed or to be constructed along the Route which will contain the User Fibers including, but not limited to, the Cable, fibers, conduits, handholes, manholes and all other appurtenances and components of said communications system.

“Taking” shall have the definition set forth in Section 20.2.

“Term” shall have the definition set forth in Section 7.1.

“User” means the entity named on the face page of this Agreement.

“User Equipment” shall mean optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment utilized by User in connection with its use of the User Fibers.

“User Fibers” means those certain strands of optical Dark Fibers of the type and quantity specified in Exhibit A-2 for each Route Segment and meeting the specifications in Exhibit C within the Cable installed or to be installed in the Route Segments of the System as identified by CCES prior to commencement of Fiber Acceptance Testing under Exhibit B and in which User shall be licensed the User IRU under Article II.

“User IRU” shall have the definition set forth in Article II.

“Voluntary Relocations” shall have the definition set forth in Section 8.2.

## **ARTICLE II**

### **IRU**

Effective with respect to each Route Segment hereunder as of User’s Acceptance of each such Route Segment and upon User’s payment of the IRU Payment for each such Route Segment, CCES hereby licenses to User an exclusive IRU in the User Fibers for the purposes described and subject to the terms and conditions set {02802465.DOC/

forth in this Agreement (the "User IRU"). Such IRU license does not convey any legal title to any real or personal property, including, without limitation, Fibers, Cable or the System. The User IRU does not include any User Equipment, including but not limited to any equipment used to transmit capacity over or "light" the User Fibers.

**ARTICLE III**  
**CONSIDERATION**

3.1 **Consideration for User IRU.** Subject to performance by CCES of its obligations hereunder and in addition to any other consideration provided for in this Agreement, User agrees to pay to CCES for the User IRU in the User Fibers, a non-recurring payment as set forth on Exhibit A-2 (the "IRU Payment").

3.2 **Charge for Routine Maintenance.** Routine Maintenance for each Route Segment for the entire term of this agreement is included in the amounts set forth on Exhibit A-2.

3.3 **Intentionally Omitted.**

3.4 **Charges for Non-Routine Maintenance and Relocations.** User shall pay its Pro Rata Share of CCES's Costs of performing Non-Routine Maintenance and relocations (except Voluntary Relocations), if the gross Cost of such work relating to any single event or multiple, closely related events is greater than \$25,000.00. However, University's Pro Rata Share shall not exceed \$25,000 per event. If the cost of work relating to any single event or multiple, closely related events is greater than \$50,000.00, the amount in excess of \$50,000 shall be split between CCES and University, CCES paying 60% and University paying 40%. Notwithstanding the foregoing: (a) CCES shall repair any damage caused by the negligence or willful misconduct of User, its employees, agents or contractors, with all Costs of such repairs to be reimbursed by User within thirty (30) days after its receipt of CCES's invoice therefor, together with reasonable supporting documentation, (b) CCES shall repair, at its sole expense, any damage caused by the negligence or willful misconduct of CCES, its employees, contractors or agents but shall not be entitled to charge User for any portion of the Costs of such repairs under this Section; and (c) CCES shall not be entitled to reimbursement from User for relocations caused by a breach by CCES of any of its obligations under this Agreement. To the extent a third party not having an interest in the System or Fibers in the System reimburses some or all of CCES's gross Costs, or to the extent a third party having an interest in the System or Fibers in the System pays in excess of its pro rata share (based on the number of Fibers in the System) of such costs, CCES shall reduce the gross Costs by the amount of such reimbursement for purposes of computing User's Pro Rata Share of such Costs. CCES shall either reflect such reduction in its invoice or shall promptly refund such reduction when it receives such reimbursement.

3.5 **Time for Payment.** University shall make all payments due hereunder within thirty (30) days after the date of receipt of CCES's true and correct invoice by User. All payments shall be made in accordance with the State of Texas Prompt Payment Act for State Agencies.

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**ARTICLE IV**  
**CONSTRUCTION**

4.1 **Fiber Acceptance Testing.** Exhibit B sets forth Fiber Acceptance Testing procedures, test deliverables CCES shall provide to User, and procedures for determining the Acceptance Date of a Route Segment.

4.2 **Acceptance Date Obligations.** As of the Acceptance Date of any Route Segment:

- (a) CCES or the underlying facility owner shall have obtained all rights, licenses, authorizations, consents, easements, leases, fee interests, permits (including permits for highway, railroad and waterway crossings and any necessary state, tribal or federal permits or authorizations, such as environmental permits) and/or agreements (i) that provide for the occupancy by the System of real property or fixtures (such as conduit, bridges, river crossings, or transmission towers) applicable not only to CCES or the underlying facility owner, but also to User with respect to the User Fibers; (ii) necessary for and requisite to the construction, operation, maintenance, repair and replacement of the System, including the User Fibers, along the Route; (iii) to enable CCES to license the IRU to User hereunder and perform its obligations under this Agreement; and (iv) to allow for the use and operation by User of the User Fibers, System and any collocation space provided to User under this Agreement or under other collocation agreements between the parties;
- (b) CCES shall have obtained by IRU agreement, lease, or otherwise the right to use Segments it does not own, all as are (i) necessary for and requisite to the construction, operation, maintenance, repair and replacement of the System, including the User Fibers, along the Route; (ii) to enable CCES to license the IRU to User hereunder and perform its obligations under this Agreement; and (iii) to allow for the use and operation by User of the User Fibers, System and any collocation space provided to User under this Agreement or under other collocation agreements between the parties; and
- (c) the Route Segment shall be designed, engineered, installed, and constructed in accordance with sound industry construction practices and with the specifications set forth in Exhibits B, C and D.

The rights CCES is required to obtain pursuant to Subsections (a) and (b) above are referred to as “Required Rights.” CCES shall fully and faithfully perform, and cause to be performed, the obligations of CCES under and pursuant to the Required Rights. CCES shall maintain and renew or replace the Required Rights through the Term subject to User’s obligations specified below in this paragraph and except as provided in and subject to the provisions of Section 8.2 (Relocation {02802465.DOC/

Procedures) and Section 20.1 (Excused Performance). Subject to the terms of Sections 8.2 and 3.4, in the event title to the System or Required Rights is contested, or if any third party or government authority contests the property rights or the rights of the parties to use the System for any reason, CCES shall proceed to take, and, if applicable, cause the underlying facility owner to take, all necessary steps to perfect title including, but not limited to, contesting the claims of any such third party or government authority; provided that, if such contest does not result from the breach of CCES's obligations under this Agreement or CCES's negligent acts, User shall reimburse CCES for its Pro Rata Share of all Costs incurred by CCES in perfecting title as described above.

CCES's obligation to maintain the Required Rights for the User Fibers shall end upon the termination or expiration of this Agreement.

Notwithstanding any other provision herein to the contrary, User shall be solely responsible for obtaining, at its sole cost and expense, any and all necessary franchises, authorizations or permits specifically required in addition to the Required Rights as a result of User's, as opposed to CCES's, use or operation of or with the User Fibers and its operation, maintenance, repair, and replacement of all User Equipment associated therewith.

4.3 **Prior Construction.** User acknowledges that some or all of said design, engineering, installation, construction, splicing and testing described above may have previously been completed.

4.4 **Scheduled Delivery Dates.**

(a) Subject to extension for delays resulting from Force Majeure Events and to extension or delay as otherwise permitted or provided in this Agreement, the "Scheduled Delivery Dates" for completion of all construction, installation, Fiber Acceptance Testing and hand-over of CCES's test results and the User Fibers to User for the Route Segments are set forth in Exhibit A-2. CCES shall give notice to User as early as reasonably possible of any known delays in completion of any Route Segment hereunder which will or have occurred. Subject to the terms, conditions and restrictions of the Required Rights, User shall have the right, upon reasonable prior written request, to observe testing of the User Fibers which occurs after the Effective Date.

(b) Subject to extension for delays resulting from Force Majeure Events, if CCES has not completed any Route Segment(s) on or before the date which is one hundred eighty (180) days after expiration of the Scheduled Delivery Date, User will have the right, at its sole option, to terminate this Agreement with respect to the affected Route Segment(s) only. In the event of such termination by User, CCES shall refund to User the portion of the IRU Payment previously paid by User allocable to such Route Segment(s) based on the number of Fiber Miles contained therein. To the extent authorized by the Constitution and laws of the State of Texas, the remedies described in this Section 4.4 shall be the exclusive remedies available to User under this Agreement for CCES's failure to complete construction, installation, Fiber Acceptance Testing and hand-over of CCES's test results and the User Fibers by the Scheduled Delivery Date.

4.5 **Alteration of Construction Specifications.** Notwithstanding any other provision of this Agreement, CCES may, in its reasonable discretion and upon notice to User, alter the construction specifications as construction progresses to facilitate actual construction needs. Any such alteration shall be consistent with standard telecommunications practices, shall not alter the location of the endpoints of or intermediate POPs within any Route Segment and shall not result in a material modification of User's rights under this Agreement.

**ARTICLE V**  
**CONNECTION AND ACCESS TO THE SYSTEM**

5.1 **Connections.** Subject to the provisions herein, User shall pay for and arrange all connections of its facilities with the User Fibers which connections shall only be made at Connecting Points in accordance with the procedures set forth in Exhibit F. User shall reimburse CCES for any and all Costs incurred by CCES as a result of making such connections and shall pay any other applicable charges or fees as specified in Exhibit F.

5.2 **No Unauthorized Access to System.** User shall not access any part of the System without the prior written consent of CCES, and then only upon the reasonable terms and conditions specified by CCES.

**ARTICLE VI**  
**COLLOCATION**

No collocation rights or obligations are provided with respect to this Agreement. In the event collocation space is provided in any CCES facilities, the parties will enter into a collocation agreement in form acceptable to CCES.

**ARTICLE VII**  
**TERM**

7.1 **Term.** The term of the User IRU with respect to each Route Segment shall commence upon User's Acceptance of the User Fibers in such Route Segment and shall continue for a period of twenty (20) years thereafter unless earlier terminated pursuant to the terms of this Agreement (the "Term"). At the expiration of the Term this Agreement shall automatically terminate.

7.2 **User's Right to Use the System.** With respect to each Route Segment, until the Acceptance Date and payment in full of the IRU Payment by User to CCES, User shall have no right in or to, and shall have no right to use, all or any part of the System within such Route Segment.

7.3 **Effect of Termination.** Upon the expiration of the Term or other termination of this Agreement, the User IRU shall immediately terminate and all rights of User to use the User License and the System, shall cease, all rights to use of the Route Segment shall revert to CCES, and CCES shall owe User no further duties or consideration. User shall promptly remove all of

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User Equipment and other User property from the Route Segment and any related CCES facilities at User's sole cost and under CCES's supervision.

7.4 **Survival.** The expiration or termination of this Agreement shall not affect the rights or obligations of any party hereto with respect to any payment hereunder for services rendered prior to the date of termination, or pursuant to the Articles of this Agreement entitled Indemnification, Limitation of Liability, Insurance, Taxes, Franchise, License and Permit Fees, Confidentiality and Proprietary Information, and Dispute Resolution, or pursuant to any other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

## **ARTICLE VIII**

### **MAINTENANCE AND RELOCATION**

8.1 **Maintenance.** During the Term, CCES shall perform all required Routine Maintenance and Non-Routine Maintenance. "Non-Routine Maintenance" means maintenance and repair work that CCES is obligated to provide under this Agreement and described in Exhibit E other than:

- (a) the work specifically identified as Routine Maintenance in Exhibit E;
- (b) work in which the aggregate amount of Costs incurred as a result of any single event or multiple, closely related events is less than or equal to Twenty Five Thousand and No/100 Dollars (\$25,000.00); or
- (c) work for which User is obligated to reimburse CCES for the Pro Rata Share of the Costs incurred pursuant to other Articles of this Agreement.

"Routine Maintenance" means maintenance and repair work that is described in Subsections 8.1(a) or 8.1(b).

8.2 **Relocation Procedures.** CCES may relocate all or any portion of the System or any of the facilities used or required in providing User with the User IRU: (i) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit), (ii) in order to comply with applicable laws, (iii) to prevent or abate interference with or interruption of the System, or an unreasonable risk thereof, due to the existence of physical conditions (e.g. rock slides, seismic conditions), (iv) to reduce governmental fees or taxes assessed against it or User if mutually agreed by the parties, or (v) if it determines to do so in its reasonable business judgment. A relocation made solely pursuant to Clause (v) shall be considered a "Voluntary Relocation." CCES shall provide User as much advance notice as possible but shall use reasonable efforts to provide at least sixty (60) calendar days' prior notice of any such relocation, if reasonably feasible. CCES shall have the right to direct such relocation, including the right to determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation:

- (a) shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement and applicable Exhibits;

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- (b) shall not result in a materially adverse change to the operations, performance, Connecting Points with the network of User, or end points of the Route Segment; and
- (c) shall not unreasonably interrupt service on the System.

8.3 **Supply and Maintenance of User Equipment Excluded.** User acknowledges and agrees that CCES is not supplying nor is CCES obligated to supply to User any User Equipment, including but not limited to, optronics or electronics or optical or electrical equipment or other facilities, such as generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of User. Nor is CCES responsible for performing any work other than as specified in this Agreement. Subject to Section 13.1, CCES shall have no obligation under this Agreement to maintain, repair, or replace User Equipment.

## **ARTICLE IX**

### **USE OF THE SYSTEM**

9.1 **Compliance with Law.** User warrants that its use of the User Fibers and the System shall comply in all material respects with applicable government codes, ordinances, laws, rules, regulations and restrictions and shall not have an adverse effect on the System or its use.

9.2 **User's Rights and Exclusivity.** User may use the User Fibers solely for educational, public healthcare and governmental purposes and will not, without CCES's prior written consent, allow or permit the User Fibers to be used by any third party that is not a Kindergarten-Twelfth (K-12) grade educational school, higher education institution, public healthcare, governmental or other such affiliated entity. CCES shall have no right to use the User Fibers during the Term of this Agreement.

9.3 **Notice of Damage.** User shall promptly notify CCES of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to adversely affect the System. CCES shall promptly notify User of any matters pertaining to any damage or impending damage to or loss of the User Fibers and/or the System that are known to it and that could reasonably be expected to adversely affect the User Fibers and/or User's use thereof.

9.4 **Preventing Interference with Other Fibers.** Neither User nor CCES shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective Fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to Fibers used or owned by the other party or third parties. Notwithstanding the above, the provisions of this Section shall not prevent a party from using commercially reasonable equipment, technologies, or methods of operation if the interference or adverse effect on the other party or a third party results primarily from such other party or third party's use of equipment, technologies, or methods of operation that are not commercially reasonable or that are not standard in the telecommunications industry.



9.5 **Liens.** User shall not cause or permit any part of the System to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien. CCES shall not cause or permit any of User's rights under this Agreement to become subject to any mechanic's, materialmen's, or vendor's lien, or any similar lien. If a party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such lien to be discharged and released of record without cost to the other party, and, to the extent authorized by the Constitution and laws of the State of Texas, shall indemnify the other party against all costs and expenses incurred in discharging and releasing such lien.

9.6 **Security Interests in System Licensed by CCES.** CCES represents and warrants to User that as of the Acceptance Date there are no liens or material encumbrances on, against or affecting the User Fibers or User's IRU licensed under Section 2.1 (excluding any such liens or encumbrances for which CCES has provided a non-disturbance covenant or agreement as described below in this Section 9.6). CCES agrees and acknowledges that it has no right to use the User Fibers during the Term hereof, and that, from and after the effective date of the license of each IRU hereunder through the expiration or earlier termination of this Agreement, CCES shall keep the User Fibers and User's IRU licensed under Section 2.1 (except to the extent CCES shall have provided a nondisturbance covenant or agreement substantially to the effect as described in the next sentence) free from (a) any liens of any third party attributable to CCES, and (b) any rights or claims of any third party attributable to CCES, as and to the extent required pursuant to Section 9.5 hereof. As provided in the previous sentence, CCES shall obtain, from any entity or person in favor of which CCES in its discretion shall have granted after the date hereof a security interest or lien on all or part of the System, either a covenant in CCES's agreement with such entity or person or a separate written nondisturbance agreement substantially to the effect that such entity or person acknowledges User's rights and interests in and to the User Fibers and the IRU hereunder and agrees that the same shall not be disturbed in any adverse respect by such entity or person in the event of foreclosure, as long as User is not in default hereunder beyond any applicable notice and opportunity to cure period. Specific identification of User in a covenant described in the preceding sentence shall not be required.

## **ARTICLE X**

### **AUDIT RIGHTS**

10.1 **Right to Audit.** Each party shall keep such books and records (which shall be maintained on a consistent basis and substantially in accordance with generally accepted accounting principles) as shall readily disclose the basis for any charges (except charges fixed in advance by this Agreement or by separate agreement of the parties) or credits, ordinary or extraordinary, billed or due to the other party under this Agreement and shall make them available for examination, audit, and reproduction by the other party and its agents for a period of two (2) years after such charge or credit is billed or due. A party shall be entitled to engage an independent, nationally recognized third party auditing firm (which firm is not regularly used by such Party for its corporate audit) to verify or determine the proper amount of such charges or credits billable and payable under the terms and conditions of this Agreement. Except as provided below in this Section 10.1, the party requesting the audit shall pay all costs of the independent auditor. If the auditor determines that the billed amount exceeds the proper amount billable and such discrepancy is greater than ten percent (10%) of the aggregate billed amount, the billing party shall, subject to its rights to dispute the auditor's determination under Section 21.2, pay for the independent auditor and the party requesting the audit shall be required to pay only the proper amount billable hereunder as so determined.

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10.2 **State Auditor's Office.** CCES understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. CCES agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. CCES will include this provision in all contracts with permitted subcontractors.

**ARTICLE XI**  
**WARRANTIES**

11.1 **Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, each party hereto represents and warrants to the other that:

- (a) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (b) it has taken all requisite corporate action to approve the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and
- (d) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

11.2 **Third Party Warranties.** The parties acknowledge and agree that, on and after the relevant Acceptance Date, User's sole rights and remedies with respect to any degradation of the User Fibers or for any defect in or failure of the User Fibers to perform in accordance with the applicable vendor's or manufacturer's specifications, which failure or defect does not result from CCES's breach of its construction, maintenance and/or repair obligations under this Agreement, shall be limited to the particular vendor's or manufacturer's warranty with respect thereto. In the event any maintenance or repairs to the System are required as a result of a breach of any warranty made by any manufacturers, contractors or vendors, CCES shall reasonably pursue available remedies against such manufacturers, contractors or vendors on behalf of User, and CCES shall reimburse User's costs for any maintenance User has incurred as a result of any such breach of warranty to the extent the manufacturer, contractor or vendor has paid such costs. Notwithstanding the foregoing provisions of this Section, nothing in this Section 11.3 shall be construed as limiting or affecting CCES's obligations to construct, install, maintain and repair the System and the User Fibers in accordance with the terms, conditions and specifications set forth in this Agreement and the Exhibits hereto.

11.3 **EXCLUSION OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CCES MAKES NO WARRANTY TO USER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE

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INSTALLATION, DESCRIPTION, QUALITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY FIBERS, THE SYSTEM, OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

**ARTICLE XII**  
**DEFAULT**

12.1 **Default and Cure.** To the extent authorized by the Constitution and laws of the State of Texas, User's sole remedies for any failure of CCES to complete any or all Route Segments by the applicable Scheduled Delivery Date(s) shall be as specified in Section 4.4 above. Otherwise, except as set forth in Section 12.2, a party shall not be in default under this Agreement unless and until the other party provides it written notice of a material default and the first party shall have failed to cure the same within thirty (30) calendar days after receipt of such notice; provided, however, that where a material default cannot reasonably be cured within such thirty (30) day period, if the first party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Notwithstanding anything in this Agreement to the contrary, in the event CCES's Required Rights in the User Fibers are terminated prior to the end of the Term or substantially impaired so as to render the User Fibers unusable to the User for ninety (90) consecutive days or more, exclusive of relocations as described in Section 8.2 (i) – (iv), CCES shall, at CCES's option and as User's sole remedy therefor, either (i) replace the User Fibers at CCES's sole cost, or (ii) refund to User the pro rata portion of the IRU Payment attributable to the remaining unexpired portion of the Term. Upon any other failure of a party to timely cure any material default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of Articles XIV (Limitation of Liability) and XXI (Dispute Resolution); (i) take such action, subject to all terms, conditions, restrictions and limitations of the Required Rights, as the non-defaulting party deems necessary and appropriate to remedy and cure the default at the expense of the defaulting party; (ii) as to CCES, suspend its performance under this Agreement in accordance with and subject to Section 12.2; (iii) as to any monetary obligation of the defaulting party, enforce payment thereof; and/or (iv) take any other action expressly authorized for such default pursuant to the terms of this Agreement. Nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges or immunities.

12.2 **Disconnection for Failure to Pay.** In addition to the remedies set forth in Section 12.1, if User fails to fully pay any portion of the Contract Price by the due date or fails to pay any other amount(s) more than thirty (30) days beyond the due date(s), CCES may, in addition to any other remedies that it may have under this Agreement or by law, in its sole discretion and without liability for damages, take the following actions upon thirty (30) calendar days' notice if such payment (together with applicable interest) is not made within such 30-day period:

- (a) disconnect the User Fibers from any POP or Connecting Point; and/or

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- (b) remove, or require User to remove, any User Equipment from CCES's premises, if any, upon commercially reasonable notice.

**ARTICLE XIII**  
**INDEMNIFICATION**

13.1 **Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any right, privilege, immunity or defense, each party ("Indemnitor") hereby releases and shall indemnify, and hold harmless the other party, its governing board, employees, officers, shareholders, directors, agents, contractors, Facility Owners/Lenders, and Affiliates (collectively and individually, "Indemnified Parties"), from and against, and assumes liability for:

- (a) any injury, death, loss, or damage to any person, tangible property, or facilities of any entity, to the extent arising out of or resulting from the negligent acts or omissions, gross negligence or willful misconduct of Indemnitor, its governing board, officers, directors, employees, servants, Affiliates, agents, contractors or any other person or entity for whom it is in law responsible;
- (b) any claims, liabilities or damages arising out of any violation by Indemnitor of regulations, rules, statutes, or court orders of any local, state, or federal governmental agency, court, or body in connection with its performance under this Agreement or otherwise; or
- (c) any liability to a third party arising directly or through one or more intermediate parties, from an action or claim brought by the Indemnitor, to the extent such third party has a right of indemnification, impleader, cross-claim, contribution, or other right of recovery against any Indemnified Party for any indirect, special, or consequential damages of the Indemnitor.

User agrees to this Section 13.1 only to the extent authorized by the Constitution and laws of the State of Texas.

13.2 **Claims of Customers.** In addition to the foregoing indemnities, with respect to third parties that use services provided over the User Fibers, and to the extent authorized by the Constitution and laws of the State of Texas, User shall, indemnify and hold harmless CCES and its Indemnified Parties against any claims by such third parties for damages arising or resulting from any defect in or failure of the User Fibers or the System.

13.3 **Material and Continuing Obligation.** Each party's obligation to indemnify, defend, protect, and save the Indemnified Parties harmless is a material obligation to the continuing performance of the other party's obligations hereunder and is made to the extent authorized by the Constitution and laws of the State of Texas.

**ARTICLE XIV**  
**LIMITATION OF LIABILITY**

14.1 **GENERAL EXCLUSION OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, NEITHER PARTY NOR ANY OF THE INDEMNIFIED PARTIES OF A PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, COST OF REPLACEMENT FACILITIES OR SERVICES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER OR NOT FORESEEABLE, SUFFERED BY SUCH OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, VIOLATION OF LAW, BREACH OF WARRANTY OR ANY OTHER SOURCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 **Pursuit of Actions Against Third Parties.** Except as provided in Subsection 13.1(c) , nothing contained in this Agreement shall operate as a limitation on the right of either CCES or User to bring an action or claim for damages against any third party (other than Indemnified Parties/CCES Group). Each of CCES and User shall assign such rights of claims, execute such documents, and do whatever else may be reasonably necessary to enable the other (at such other party's sole expense) to pursue any such action or claim against such third party.

14.3 **Cooperation on Claims.** If either Party plans to assert a claim or cause of action against a Facility Owner/Lender, at least thirty (30) days (except where equitable relief is sought to address emergency situations) before filing any public document concerning the claim or cause of action, it shall give notice to the Party with the contractual relationship which may govern the claim or cause of action. The Party with the contractual relationship with the Facility Owner/Lender may (i) attempt to mediate the claim or cause of action, (ii) assert a claim or cause of action on behalf of the other Party, or (iii) if required by the terms of its agreement with the Facility Owner/Lender, assume the defense of the claim for such Facility Owner/Lender. Any such claim shall be subject to Subsection 13.1(c) and 14.2. CCES acknowledges any defense of behalf of User is subject to prior approval of the Texas Attorney General.

14.4 **Statutory and Constitutional Limitations.** **THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF USER (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON USER'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 USER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.**

**ARTICLE XV**  
**INSURANCE**

15.1 **CCES**. CCES, 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 having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as User may require:

**A.** Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

**B.** Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
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

Commercial General Liability Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring CCES's (or Subcontractor's) liability for bodily injury (including death) and property damage.

**C.** Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

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 User;

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CCES will deliver to User evidence satisfactory to User in its sole discretion, evidencing 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 CCES under this Agreement.

The insurance policies required in this Agreement will be kept in force for the entire contract period.

15.2 **User.** CCES acknowledges that, because User is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of User or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of User is provided by User as mandated by the provisions of Chapter 502, *Texas Labor Code*. User shall have the right, at its option, to (a) obtain liability insurance protecting User and its employees and property insurance protecting User's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by User as a result of its operations under this Agreement.

#### **ARTICLE XVI**

#### **TAXES AND GOVERNMENTAL FEES**

**[Intentionally Deleted]**

#### **ARTICLE XVII**

#### **NOTICE**

17.1 **Notice Addresses.** Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

If to CCES:	Consolidated Communications Enterprise Services, Inc. Attn: David Harral, General Manager – Carrier Services 350 South Loop 336 West Conroe, Texas 77304 Facsimile: (936) 788-1229
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If to User: TEXAS STATE UNIVERSITY  
601 University Drive  
San Marcos, Texas 78666  
ATTN: Mike Krzywonski  
Director of Network Operations  
Facsimile: 512-245-8597

with a copy to: TEXAS STATE UNIVERSITY  
601 University Drive  
San Marcos, Texas 78666  
ATTN: Jose Rodriguez  
Director of TR Business Services  
Facsimile: 512-245-8597

or at such other address as may be designated in writing to the other party.

17.2 **Notice and Invoice Delivery.** Unless otherwise provided herein, notices and invoices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, or three (3) United States Postal Service business days after deposit in the mail when sent by U.S. mail.

**ARTICLE XVIII**  
**CONFIDENTIALITY**

18.1 **Confidentiality Obligations.** CCES will not make any press releases, public statements, or advertisement referring to the facilities providers herein, or release any information relative to the project for publication, advertisement or any other purpose without the prior written approval of User. User 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*. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if User reasonably determines that CCES has breached any of the restrictions or obligations set forth in this Section, User may immediately terminate this Agreement without notice or opportunity to cure.

**ARTICLE XIX**  
**PROHIBITION ON IMPROPER PAYMENTS**

Neither party shall use any funds received under this Agreement for illegal or otherwise "improper" purposes. Neither party shall pay any commission, fees or rebates to any employee of the other party. If either party has reasonable cause to believe that one of the provisions in this Article has been violated, it, or its representative, may audit the books and records of the other party for the sole purpose of establishing compliance with such provisions.



## ARTICLE XX

### FORCE MAJEURE; EMINENT DOMAIN

20.1 **Excused Performance.** Neither CCES nor User shall be in default under this Agreement with respect to any delay in its performance (other than a failure to make payments when due) caused by any of the following conditions (each a “Force Majeure Event”): (a) act of God; (b) fire; (c) flood; (d) material shortage or unavailability not resulting from the responsible party’s failure to timely place orders or take other necessary actions therefor; (e) government codes, ordinances, laws, rules, regulations, or restrictions; (f) war or civil disorder; (g) prior to the Acceptance Date, inability to obtain any Required Rights from governmental or tribal entities provided that such inability is not due to the fault of CCES; or (h) any other cause beyond the reasonable control of such party. The party claiming relief under this Article shall promptly notify the other in writing of the existence of the Force Majeure Event relied on, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The party claiming relief under this Article shall exercise commercially reasonable efforts to minimize the time for any such delay.

20.2 **Eminent Domain.** Should any portion of the System or any other interest belonging to CCES be acquired by eminent domain, nationalization, or expropriation (each of which, a “Taking”) by any authority or entity possessing such power, then each party shall be excused from performance of its obligations to the extent provided in Section 20.1. In the proceeding for any such Taking or an involuntary discontinuance of the use of a portion of the System in anticipation of a Taking, the interests of User and CCES in the affected portion shall be severed. Any awards resulting from the proceeding or otherwise provided shall be allocated between User and CCES in accordance with such interests. In addition, User and CCES shall each be entitled to claim and receive the portion of the total award attributable to its interest in the System and may claim damages payable on account of relocation or re-routing expenses relating to the System. Except to the extent set forth in this Section, the provisions of Sections 3.4 and 8.2 shall apply to any relocation resulting from a Taking.

## ARTICLE XXI

### DISPUTE RESOLUTION

21.1 **Dispute Resolution Under Chapter 2260.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement 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, shall be used by User and CCES to attempt to resolve any claim for breach of contract made by CCES that cannot be resolved in the ordinary course of business. The Chief Business Officer of User shall examine CCES’s claim and any counterclaim and negotiate with CCES in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by User nor any other conduct, action or inaction of any representative of User relating to this Agreement constitutes or is intended to constitute a waiver of User’s or the State of Texas’ sovereign immunity to suit; and (ii) User has not waived its right to seek redress in the courts.

21.2 **Payment Disputes.** User and CCES shall attempt in good faith to resolve any bona fide dispute arising out of or relating to any monetary obligation under this Agreement as expeditiously as possible by negotiations between an executive of User or his or her designated representative with sufficient authority to negotiate a resolution of the dispute and an executive of CCES with similar authority. Either User or CCES may give the other party written notice of any such payment dispute which notice shall include documentation substantiating the dispute. Within twenty (20) days after delivery of notice of a payment dispute as described above, the designated CCES executives and User's representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the first meeting, either User or CCES shall proceed to the dispute resolution process in accordance with the provisions of Section 21.1. To the extent any payment dispute described hereunder is resolved in favor of a party, whether pursuant to the provisions of this Section or pursuant to the dispute resolution process referenced in Section 21.1, the prevailing party shall be entitled to receipt of payment of any withheld disputed amount with the other party paying interest at the rate set forth in Section 3.5 on any amount that has been withheld from the disputed party prior to resolution of the dispute. All negotiations conducted pursuant to this Section shall be confidential.

## **ARTICLE XXII**

### **RULES OF CONSTRUCTION**

22.1 **Interpretation.** The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. References to "person" or "entity" each include natural persons and legal entities, including corporations, limited liability companies, partnerships, sole proprietorships, business divisions, unincorporated associations, governmental entities, and any entities entitled to bring an action in, or that are subject to suit in an action before, any state or federal court of the United States. The word "including" means "including, but not limited to." "Days" refers to calendar days, except that references to "banking days" exclude Saturdays, Sundays and holidays during which nationally chartered banks in Houston, Texas are authorized or required to close. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

22.2 **Cumulative Remedies; Insurance.** Except as set forth to the contrary herein, any right or remedy of CCES or User allowed by this Agreement shall be cumulative and without prejudice to any other right or remedy set forth herein. The provisions of Article XV (Insurance) shall not be construed as limiting the Indemnitor's obligations pursuant to Article XIII (Indemnification) or other provisions of this Agreement.

22.3 **No Third-Party Rights.** Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except under the indemnification and insurance provisions and except that (a) the Facility Owners/Lenders shall have the benefit of Sections 23.1, 23.4 and 24.2 and (b) the Facility Owners/Lenders shall be entitled to rely on and have the benefit of Sections 11.4, 23.4 and 24.2.

22.4 **Agreement Fully Negotiated.** This Agreement has been fully negotiated between and jointly drafted by CCES and User.

22.5 **Document Precedence.** In the event of a conflict between the provisions of this Agreement and those of any Exhibit, the provisions of this Agreement shall prevail and such Exhibits shall be corrected accordingly.

22.6 **Industry Standards.** Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely.

22.7 **Cross References.** Except as the context otherwise indicates, all references to Exhibits, Articles, Sections, Subsections, Clauses, and Paragraphs refer to provisions of this Agreement.

22.8 **Limited Effect of Waiver.** The failure of either CCES or User to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

22.9 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas without reference to its choice of law principles. The laws of such state shall govern the statute of limitations and the remedies for any wrongs that may be found.

22.10 **Severability.** If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22.11 **Divisibility.** In the event of a bankruptcy by CCES, the parties hereto agree that the User Fibers shall be considered separate from the Cable and shall not be deemed to be an asset of CCES. The parties agree that for purposes of applicable bankruptcy or similar laws, this Agreement is divisible and severable and that the parties have fully performed and executed this Agreement with respect to the licensing of the IRU in the User Fibers hereunder and that there are no further obligations of either party with respect thereto.

22.12 **No Partnership Created.** The relationship between CCES and User shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. CCES and User, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

**ARTICLE XXIII**  
**ASSIGNMENT**

23.1 **Conditions to Effective Assignment.** An assignment (or other transfer) of this Agreement or a party's rights or obligations hereunder to any other party shall not be effective without (a) either the prior written consent of the non-assigning party, or, if such consent is not required pursuant to the terms of this Article XXIII, written notice to the non-assigning party, (b) the written agreement of the assignee to be bound by all terms and conditions of this Agreement including, without limitation, the indemnification provisions and limitations on liability and recourse set forth in this Agreement (including those benefiting the Facility Owners/Lenders), and (c) such assignee's agreement to cure all prior defaults of the assigning party under this Agreement.

23.2 **Consent not to be Unreasonably Withheld.** The non-assigning party shall not unreasonably withhold its consent to an assignment if neither the assigning party nor the proposed assignee is in material default under this Agreement or any other agreement with the non-assigning party. For purposes of this Section, CCES's consent to a requested assignment or transfer shall not be considered unreasonably withheld if such requested assignment or transfer is to a party which does not have the technical ability or financial capability to perform User's obligations under this Agreement or is not a permissible user of the Fibers in accordance with Section 9.2 of the Agreement.

23.3 **Assignments to Particular Classes of Entities.** The provisions of Section 23.1 notwithstanding:

- (a) Neither the provisions of this Article nor any other provisions of this Agreement shall limit the ability of any Facility Owners/Lenders to assign their rights under this Agreement and such Facility Owners/Lenders may assign their rights hereunder at any time and from time to time without the consent of or any other action by any other entity. The Facility Owners/Lenders shall provide notice to the parties within 30 days of the assignment. The provisions of this Agreement benefiting the Facility Owners/Lenders shall inure to the benefit of such entities and their respective Affiliates, successors, and assigns.
- (b) CCES may assign all of its rights and obligations to the underlying facilities owner or operator with respect to portion(s) of the System with the prior written consent of User, which consent shall not be unreasonably withheld, if neither CCES nor the proposed assignee is in material default under this Agreement or any other agreement with the User.
- (c) Either party may assign its interest in this Agreement without the prior consent of the other party (i) to any corporation or other entity which is a successor to such party either by merger or consolidation, or (ii) to a purchaser of all or substantially all of such party's assets, or (iii) to a corporation or other entity which is an Affiliate of such party; provided, however, that with respect to any assignment described in (iii), the assigning party shall remain jointly and severally liable with the Affiliate assignee.

23.4 **Agreement Binds Successors.** This Agreement and the rights and obligations under this Agreement (including the limitations on liability and recourse set forth in this Agreement benefiting the other party and the Facility Owners/Lenders) shall be binding upon and shall inure to the benefit of CCES and User and their respective permitted successors and assigns.

23.5 **Change in Control Not an Assignment.** Notwithstanding any presumptions under applicable state law that a change in control of a party constitutes an assignment of an agreement, a change in control of a party, not made for purposes of circumventing restrictions on assignment or of depriving the other party of rights under this Agreement, shall not be deemed an assignment for purposes of this Agreement.

23.6 **Right to Subcontract.** CCES may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder or may have the underlying facility owner or its contractor perform such obligations.

#### **ARTICLE XXIV**

#### **ENTIRE AGREEMENT; AMENDMENT; EXECUTION**

24.1 **Integration; Exhibits.** This Agreement constitutes the entire and final agreement and understanding between CCES and User with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by reference.

24.2 **No Parol Amendment.** This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of CCES and User. No such amendment, modification, or supplement shall result in any modification of (a) any indemnity benefiting any Facility Owners/Lenders or their respective Affiliates or (b) any limitation of liability or recourse benefiting any Facility Owners/Lenders that is adverse to such Facility Owners/Lenders.

24.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

#### **ARTICLE XXV**

#### **STATE CONTRACTING**

25.1 **Additional Certifications Required for Contracting with Governmental Entity.** To the extent that User is a governmental agency of the State of Texas, CCES agrees to the following additional terms:

- A. CCES certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited

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liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

- B. Pursuant to Section 2155.004, *Texas Government Code*, CCES 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 this certification is inaccurate.
- C. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, CCES agrees that any payments owing to CCES under this Agreement may be applied directly toward any debt or delinquency that CCES 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.
- D. Pursuant to Section 231.006, *Texas Family Code*, CCES 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.
- E. CCES covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, CCES shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- F. Access by Individuals with Disabilities. CCES represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to User under the 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 CCES becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then CCES represents and warrants that it will, at no cost to User, 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 CCES fails or is unable to do so, then User may terminate the Agreement and CCES will refund to User all amounts User has paid under the Agreement within thirty (30) days after the termination date.
- G. 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 I-9 Employment Eligibility Verification Form (“**I-9 Form**”) as the document to be used for

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employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, CCES is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-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 I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. 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 CCES employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, User may terminate this Agreement in accordance with **Section 10**. CCES represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- H. State Auditor's Office. CCES understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. CCES agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. CCES will include this provision in all contracts with permitted subcontractors.
- I. Ethics Matters: No Financial Interest. User will provide CCES with copies of any written Conflicts of Interest Policy and Standard of Conduct Guide. As provided in writing to CCES, neither CCES nor its employees, agents, representatives or subcontractors will assist or cause User employees to violate User's written Conflicts of Interest Policy or provisions described by User's written Standards of Conduct Guide, or any applicable state ethics laws or rules. CCES represents and warrants that no member of the Board of Regents of The Texas State University System (the "Board") has a direct or indirect financial interest in the transaction that is subject to this Agreement.
- J. CCES understands and agrees to abide by all applicable laws and appropriate regulatory policies applying to the access to and security of all CCES provided facilities to the User. The User's mission includes data relating to healthcare, student records, User police interactions with law enforcement and governmental data which use CCES's fiber optic communications network provided to the User. Accordingly, data and other records regarding CCES's physical plant is subject to the restrictions and requirements of H.B. 9 (codified at Tex. Gov't Code §§ 418.176 – 418.182). In 2003, the Texas Attorney General opined in an open records determination that H.B. 9 made confidential certain LCRA topology records, in particular, LCRA's fiber system map, and held that map to be exempted from public disclosure under the Public Information Act because of H.B. 9, as codified in Gov't Code §§ 418.176 – 418.182. *See* Tex. Att'y Gen.

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Op. OR2003-8426 (2003). Release of infrastructure and topology information relating to CCES facilities delivering CCES services to the User must be approved by the User.

- K. Network Security. CCES has implemented and shall maintain a commercially-reasonable written information security program intended to prevent unauthorized access to or use of the CCES Backbone and network and to protect the security of information on the CCES Backbone and network. CCES shall immediately notify User if it learns of any situation that may have resulted in the unauthorized use or disclosure of User confidential information and assist User in investigating, assessing, and mitigating the extent and nature of the unauthorized use or disclosure. Such notice shall be provided by e-mail simultaneously to User at [wr15@txstate.edu](mailto:wr15@txstate.edu) and to CCES's customary point-of-contact at User, and shall be followed-up with notice to the contract notice addresses for User set forth in this Agreement in accordance with the procedures specified therein. CCES represents and warrants that CCES's arrangements with its contractors and interconnecting carriers with respect to transport and delivery of network-based communications are consistent with customary practice and usage in the telecommunications industry with respect to implementing appropriate safeguards intended to protect the security and confidentiality of the information transmitted over shared networks, and comply with all applicable laws including without limitation the customer proprietary network information requirements under Section 222 of the Communications Act of 1934, as amended, and the Electronic Communications Privacy Act, as amended.

25.2 **Loss of Funding**. Performance by User under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then User shall issue written notice to CCES and User may terminate the Agreement without further duty or obligation hereunder. CCES acknowledges that appropriation, allotment, and allocation of funds are beyond the control of User. In the event of loss of funding, User's obligations under this Agreement and User's rights in the User Fibers shall cease without further financial obligation of either party to the other party.



IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, CCES and User have executed this Agreement as of the dates set forth opposite the signatures of their respective authorized officers below.

**“CCES”:**

**CONSOLIDATED COMMUNICATIONS  
ENTERPRISE SERVICES, INC.**

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

By: \_\_\_\_\_  
David Harral, General Manager – Carrier  
Services

**“User”:**

**TEXAS STATE UNIVERSITY SYSTEM**  
Examined and Recommended:

\_\_\_\_\_  
President  
Texas State University

\_\_\_\_\_  
Chancellor  
The Texas State University System

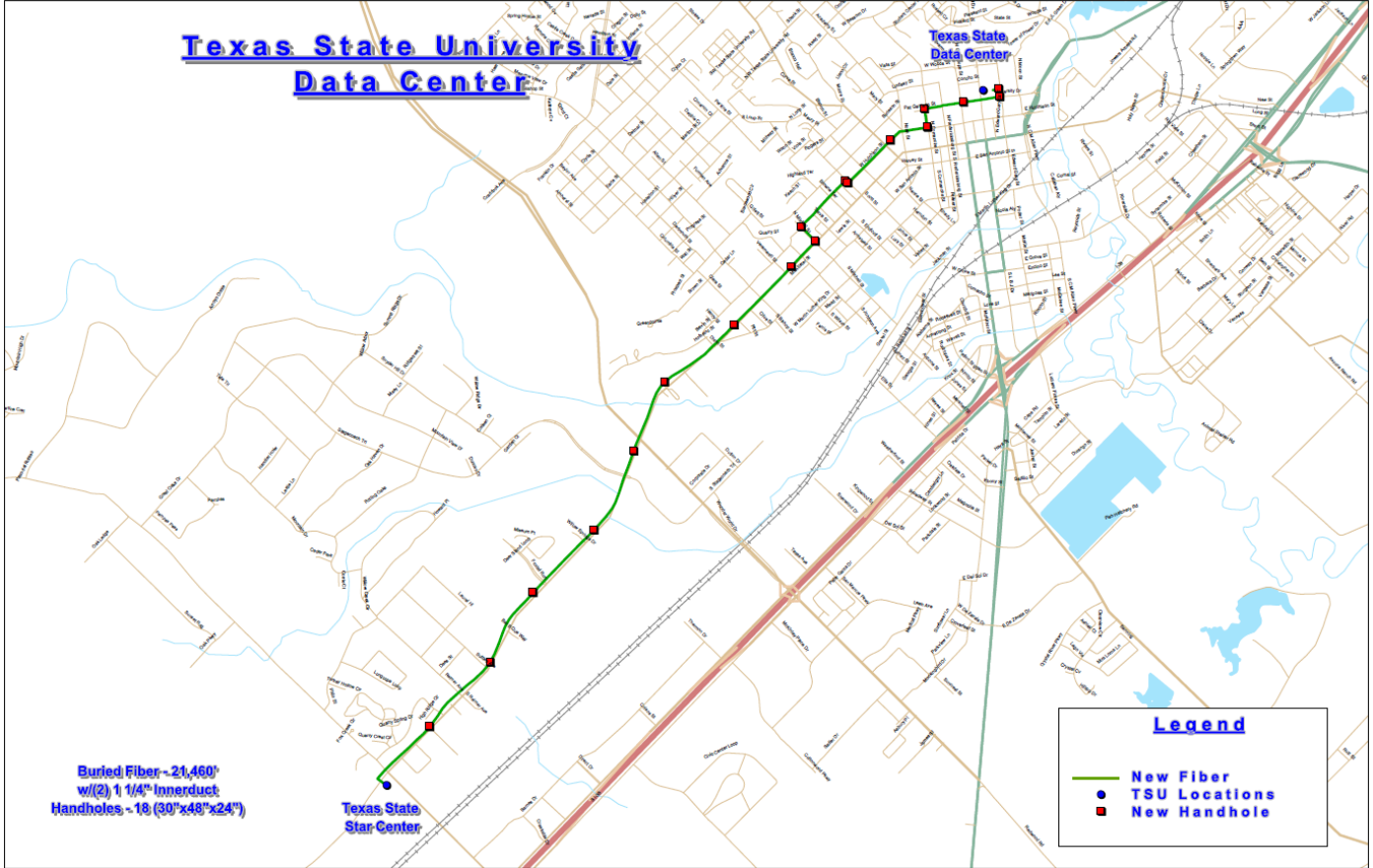
APPROVED by the Board of Regents on \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Date

# EXHIBIT A-1

## MAP OF ROUTE SEGMENTS



**EXHIBIT A-2**

**ROUTE SEGMENT LISTING**

ROUTE SEGMENTS Origin/Destination or Network Description	Scheduled Delivery Date	Estimated Route Miles	Type of Fiber	No. of Fibers	IRU Payment
San Marcos Route: CCES Texas State Data Center handhole to CCES Texas State Star Park handhole, San Marcos Texas (Installation and Annual Maintenance)	August 1, 2014	4 miles (21,460 feet)	SMF	12	<b>\$503,100.00</b>
<b>Totals:</b>	--		--		<b>\$503,100.00</b>

Description of Route Segments

**San Marcos Route:** The San Marcos Route is further described in Exhibit A-1. The San Marcos Route is a linear route available for interconnection in accordance with Exhibit F to the following Connecting Points:

- a. CCES handhole located proximate to the Texas State University Data Center located at N. Edward Gray Street and University Avenue, San Marcos, Texas; and
- b. CCES handhole located proximate to the Texas State Star Center located at 3055 Hunter Road, San Marcos, Texas.

## EXHIBIT B

### Fiber Cable Splicing, Testing and Acceptance Procedures

1. CCES will perform all tests, provide documentation, and meet the standards identified in this exhibit. Analysis of final bi-directional OTDR data will be the tool used to make final acceptance of the fibers.

## 2. ACCEPTANCE STANDARDS

### A. Bi-directional Traces

Bi-directional OTDR traces will be taken without a launch reel. OTDR traces should be taken in both directions at 1550 nm. Loss measurements for each splice point should be measured and recorded in both directions. These loss values should then be averaged. The traces for all fibers should be recorded on diskette and provided to the other party.

**NOTE: These measurements MUST BE MADE AFTER THE SPLICE HANDHOLE OR MANHOLE IS CLOSED in order to check for macro-bending problems.**

### Field Splices

The objective for each splice is an averaged loss value of 0.15 dB or less when measured bi-directionally with an OTDR at 1550 nm. If after 3 attempts, CCES is not able to produce a loss value of 0.15 dB or less bi-directionally at 1550 nm, then 0.3 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the .15dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (reburns) to bring the OOS fiber within specification will be provided.

### B. Light Source and Power Meter Test

A bi-directional End to End test will be performed on each fiber in a span at 1550 nm with a Light Source and Power Meter. The purpose of this test is to determine actual span loss and to prove there is a one-to-one correspondence of all fibers. It is CCES's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by CCES. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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### 3. NAMING OF TRACES

OTDR traces taken for bi-directional testing, and the OTDR traces of the splice must be recorded on floppy diskette and provided to the other party. To name the traces, each party will provide alpha abbreviations for the sites. The 8-character file name plus 3-character file extension name should follow this example:

First four letters = source point  
Letters 5, 6, 7 = Destination point  
8<sup>th</sup> letter = wavelength  
Extension = fiber number

Examples:

Springfield to Lebanon at 1550 nm, fiber 96 = sgfdlbn5.096

Springfield to Monett pigtail trace on fiber 1 = sgfdmntp.001

**NOTE: ALL HEADER INFORMATION ON OTDR TRACE MUST BE COMPLETED. IF YOU ARE UNSURE OF WHAT THE FILENAME OF A TRACE SHOULD BE, CONTACT USER'S SUPERVISOR OF CABLE ACCEPTANCE TEST DATA IN AUSTIN.**

### 4. OTDR SETUP

**NOTE: BEFORE THE START ANY TESTING, ALL CONNECTORS WILL BE CLEANED WITH A CONNECTOR CLEANER.**

The OTDRs that are acceptable for testing are the Laser Precision TD3000 and CMA 4000. These must have a floppy disk drive for storing the trace files. Again, it should be noted that it is vital that during all tests (OTDR, power meter, etc.), that all connectors are clean. This can dramatically affect test results. The following settings should be used.

#### Index of Refraction

Fiber type	1550 nm
AT&T	1.4700
TruWave	
AT&T Depress	1.4670
Clading	
Corning SMF-28	1.4684
Sumitomo	1.4670
Corning SMF-LS	1.4700
LEAF	1.4690

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<b>OTDR Parameters</b>	<b>TD3000 1550 nm</b>	<b>TD4000 1550 nm</b>
Bi-directional	1550 nm	1550 nm
	500 ns Pulse 4 m Resolution Medium averaging	1001 ns Pulse 4 m Resolution Time: 1.5 min.

**NOTE: THESE SETTINGS ARE GUIDELINES ONLY. EACH PROJECT OR TESTING SITUATION MAY REQUIRE ADJUSTMENT OF SETTINGS TO OBTAIN THE BEST TEST RESULTS POSSIBLE.**

**5. TEST PACKAGES**

CCES shall provide a package containing the following test data for each fiber. All data provided should be saved on diskette.

- A. OTDR span traces taken at 1550 nm.
- B. An Excel spreadsheet containing the power meter and light source data for both directions at 1550 nm. The spreadsheet should also include the average for each fiber.
- C. A document identifying splice points with OOS test results. This document should also include documentation supporting the three reburn attempts, if applicable.

**6. ACCEPTANCE.**

A. As soon as CCES determines that the User Fibers in a given Route Segment meet the standards and specifications set forth in this Exhibit (the "Acceptance Standards"), CCES shall provide the Test Package for the applicable Route Segment. User shall have ten (10) business days after receipt of Test Package for any Route Segment to provide CCES written notice of any bona fide determination that the User Fibers on such Route Segment do not meet the Acceptance Standards. Such notice shall identify the specific data that indicate a failure to meet the Acceptance Standards. Upon receiving written notice of the failure to meet the Acceptance Standards, CCES shall expeditiously take such action as

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shall be reasonably necessary to cause such portion of the User Fibers to meet the Acceptance Standards and then re-test the same in accordance with the provisions of this Exhibit. After taking corrective actions and re-testing the User Fibers, CCES shall provide User with a copy of the new Test Package and User shall again have all rights provided in this Exhibit with respect to such new Test Package. The cycle described above of testing, taking corrective action and re-testing shall take place until the User Fibers meet the Acceptance Standards.

B. Unless User provides a written objection pursuant to Subsection A, the acceptance date of a Route Segment (“Acceptance”) shall occur on the tenth (10<sup>th</sup>) business day after CCES provides the Test Package for that Route Segment, or, if earlier, the date User provides written acceptance of such Route Segment. The date of User’s Acceptance of the User Fibers, as applicable, for each Route Segment shall be referred to as the “Acceptance Date.”

## **EXHIBIT C**

### **Fiber Optic Cable Specifications**

The fiber optic cable shall be single mode fiber (TIA 492CAAB / OS2).

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## **EXHIBIT D**

### **Cable Installation Specifications**

The System has been constructed in accordance with the following Industry Standards:

TIA/EIA-568-B.3

TIA 492CAAB / OS2

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## **EXHIBIT E**

### **Operations Specifications**

All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

#### 1. Maintenance.

(a) Scheduled Maintenance. Routine maintenance and repair of the System described in this section (“Scheduled Maintenance”) shall be performed by or under the direction of CCES, at CCES’s reasonable discretion or at User’s request. Scheduled Maintenance shall commence with respect to each Segment upon the Acceptance Date. Scheduled Maintenance shall include the following activities:

- (i) Monitoring of the System on a regular basis;
- (ii) Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates;
- (iii) Assignment of fiber maintenance technicians to a location within the metropolitan fiber optic telecommunications area network.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of the System which is not included as Scheduled Maintenance (“Unscheduled Maintenance”) shall be performed by or under the direction of CCES. Unscheduled Maintenance shall commence with respect to each Segment upon the Acceptance Date. Unscheduled Maintenance shall consist of:

- (i) “Emergency Unscheduled Maintenance” in response to an alarm identification by CCES’s Network Operations Center (“NMC”), notification by User or notification by any third party of any failure, interruption or impairment in the operation of the System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the System.
- (ii) “Non-Emergency Unscheduled Maintenance” in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the System.

User shall immediately report the need for Unscheduled Maintenance to CCES in accordance with procedures promulgated by CCES from time to time. CCES will log the time of User’s report, verify the problem and dispatch personnel immediately to take corrective action.

#### 2. NMC.

CCES will operate and maintain a NMC staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. CCES’s maintenance employees shall be

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available for dispatch twenty-four (24) hours a day, seven (7) days a week. CCES shall respond immediately to any Emergency Unscheduled Maintenance activity; and where commercially practicable have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CCES becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of CCES. CCES shall maintain a toll-free telephone number to contact personnel at the NMC. CCES's NMC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the System, (i) through the User's remote surveillance equipment and upon notification by User to CCES, or (ii) upon notification by a third party.

3. Cooperation and Coordination.

(a) User shall utilize an Escalation List provided by CCES, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of CCES personnel in meeting maintenance service objectives.

(b) User will, as necessary, arrange for unescorted access for CCES to all sites of the User Fibers in the System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, CCES will take workmanlike care to prevent impairment to the signal continuity and performance of the System. The precautions to be taken by CCES shall include notifications to User of service affecting activities or conditions. In addition, CCES shall reasonably cooperate with User in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the User, then User shall, at CCES's reasonable request, make such personnel of User available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CCES in performing such maintenance as required of CCES hereunder.

(d) CCES will notify User at least ten (10) business days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. User shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with CCES's ability to perform its obligations under this Agreement. In the event that after any such notification the Scheduled Maintenance is canceled or delayed, CCES shall notify User at CCES's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

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(a) CCES will maintain the System in a manner which will permit User's use, in accordance with the terms and conditions of the Agreement and the User Fibers required to be provided under the terms of the Agreement.

(b) Except to the extent otherwise expressly provided in the Agreement, User will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by User in connection with the operation of the dark fibers, none of which is included in the maintenance services to be provided hereunder.

5. Cable/Fibers.

(a) CCES will perform appropriate Scheduled Maintenance on the Cable contained in the System in a good and workmanlike manner and in accordance with CCES's then current preventative maintenance procedures as agreed to by User, which shall not substantially deviate from standard industry practice.

(b) CCES will have qualified representatives on site any time CCES has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the Cable.

(c) CCES will maintain sufficient capability to teleconference with User during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Cable discontinuity or damage, including but not limited to Emergency Unscheduled Maintenance, CCES will use commercially reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after notice of the discontinuity or damage. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, CCES shall commence its planning for permanent repair, and thereafter promptly shall notify User of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP).

(d) In performing repairs, CCES will comply with the splicing specifications as set forth in Exhibit B. CCES will provide to User any modifications to these specifications as may be necessary or appropriate in any particular instance for User's approval, which approval shall not be unreasonably withheld.

(e) CCES's representatives or contracted companies that are responsible for initial restoration of a cut Cable will carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CCES will maintain and supply an inventory of spare Cable in storage facilities supplied and maintained by CCES at strategic locations to facilitate timely restoration.

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6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

7. Subcontracting.

CCES may subcontract any of the maintenance services hereunder; provided that CCES shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use of any such subcontractor shall not relieve CCES of any of its obligations hereunder.

## EXHIBIT F

### **1. User's Right to Interconnect; Connecting Points.**

(a) Permitted Connecting Points. Provided User is not then in default of the terms of the Agreement, User may request that Consolidated Communications establish interconnections between Connecting Points and the User Equipment or other User owned facilities ("Interconnect Facilities") in accordance with the terms and conditions hereof. Connecting points shall consist of the following: (i) fiber distribution panels at Transmission Sites and Consolidated Communications POPs along the Route; provided that User shall have the right to access and connect to the User Fibers in either handholes or manholes, where available, located outside of Consolidated Communications' Transmission Sites or POPs, and/or (ii) particular agreed to splice points in meet me vaults subject to the terms and conditions of this Exhibit and the Agreement (collectively, "Connecting Points").

(b) No User Access to Cable. User shall have no right to access any Fibers within the Cable or to enter any splice or Consolidated Communications vault. Consolidated Communications shall undertake all work to interconnect the User Fibers and to construct and install the associated conduit, cable and appurtenances on its side of the demarcation point as described below, and User shall reimburse Consolidated Communications for its Costs associated with such work within thirty (30) days of receipt of Consolidated Communications' invoice therefor.

### **2. Requests for Interconnections.**

(a) Connection Requests. User shall provide Consolidated Communications at least ninety (90) days' notice (the "Interconnect Notice") of the date it requests that a connection be completed or sixty (60) days' notice if the connection requires installation of User Equipment at a Transmission Site or POP. The Interconnect Notice shall set forth a description of the work required to be performed, including:

- (i) the connection location (which shall be at a permitted Connecting Point as set forth in Subsection 1.A of this Exhibit);
- (ii) a copy of User's construction design drawings including a diagram of the desired location of the Interconnect Facilities and User Equipment;
- (iii) identification of all Interconnect Facilities and User Equipment to be installed;
- (iv) User's requested installation schedule;
- (v) any excess cable storage requirements;
- (vi) the space, power, environmental and other requirements for the Interconnect Facilities and User Equipment;

- (vii) the estimated in-service and termination dates for the interconnection; and
- (vii) all other information reasonably required by Consolidated Communications.

(b) Response to Requests. Within twenty-one (21) days after receiving the Interconnect Notice, Consolidated Communications shall respond with its acceptance or objections to the proposed interconnection. Consolidated Communications shall use commercially reasonable efforts to accommodate the request, but may restrict such work to a Consolidated Communications planned service work period. Consolidated Communications may decline to make a requested connection if Consolidated Communications determines, in its reasonable discretion, that there is a significant likelihood that (i) User's use of a proposed connection would cause a material and adverse effect on the System or the use thereof; (ii) use of a particular location will cause a significant technical impediment; or (iii) the making or existence of the connection presents an unreasonable risk of creating an interruption of transmission.

### **3. Demarcation and Ownership.**

(a) Demarcation Points. Consolidated Communications shall designate an installation demarcation point and a maintenance demarcation point (which may be a different point) for each interconnection of the User Fibers as necessary to safeguard and maintain Consolidated Communications' control over the System. Consolidated Communications shall perform all installation work on facilities on its side of the installation demarcation point and shall perform all post-installation work on facilities on its side of the maintenance demarcation point. User shall reimburse Consolidated Communications' Costs of such installation work as set forth in this Exhibit. All post-installation work shall be part of Consolidated Communications' maintenance obligations under the Agreement subject to the provisions of Article VIII thereof. All costs associated with predetermined splice points shall be paid by User.

(b) Ownership. User shall retain ownership of Interconnect Facilities during the Term.

### **4. Installation of Interconnect Facilities.**

(a) Spur Cable. User shall, prior to the requested connection date, provide a spur cable adequate to reach the Connecting Point with an additional length (minimum of 100 feet) sufficient for Consolidated Communications to perform splicing (with splicing Costs paid by User).

(b) Standards. Consolidated Communications shall ensure that all Interconnect Facilities constructed and installed by it for User meet or exceed generally accepted telecommunications industry standards, and all requirements of Consolidated Communications' building management or insurance underwriters, and any applicable local, state and federal codes and public health and safety laws and regulations (including fire regulations and the National Electric Code) and will be subject to User Acceptance pursuant to the Fiber Acceptance Specifications, Testing and Acceptance Standards and Procedures set forth in Exhibit B.

(c) Interconnections. Subject to Subsection (d) below, User shall have the right to interconnect the User Equipment between its racks and the fiber distribution panel in each Transmission Site.

(d) Rights of Way and Equipment. User shall provide, at its sole cost and expense, any and all necessary rights of way, easements, permits, access rights and/or any required consents or authorizations to the extent Interconnect Facilities are located outside of Transmission Sites, and Consolidated Communications-approved materials and equipment (including cables and conduit) necessary for the construction, use operation, maintenance and repair of each Interconnect Facility. If necessary, and where applicable, Consolidated Communications shall assist User, at User's expense, in obtaining from any third-party building owner (which may include Consolidated Communications' lessor, as applicable) access to existing building entrance facilities, if available, to access and exit Transmission Sites.

## **5. Maintenance of Interconnect Facilities.**

(a) Maintenance and Changes. User shall provide all maintenance and repair of the Interconnect Facility on User's side of the maintenance demarcation point and Consolidated Communications shall provide all maintenance and repair of the Interconnect Facility on Consolidated Communications' side of the maintenance demarcation point. Any improvement, modification, addition to, relocation, or removal of the Interconnect Facility by User at Transmission Sites or other Consolidated Communications premises shall be subject to Consolidated Communications' prior review and written approval. User shall pay the Cost of such improvement, modification, addition to, relocation, or removal of the Interconnect Facility and the Cost of repairing any damage due to User's actions. Consolidated Communications' maintenance responsibility shall be limited to the Interconnect Facilities on its side of the maintenance demarcation point and the associated cross connect or other connection at that point.

(b) Unusual Costs. Consolidated Communications may require User to pay additional Costs incurred in maintaining any connection that requires Consolidated Communications to obtain additional Required Rights.



## APPENDIX – Miscellaneous

## Lamar University

Labor Day	9/1/14	Monday
Thanksgiving	11/27/14 11/28/14	Thursday Friday
Christmas	12/22/14 12/23/14 12/24/14 12/25/14 12/26/14 12/29/14 12/30/14 12/31/14 1/1/15 1/2/15	Monday Tuesday Wednesday Thursday Friday Monday Tuesday Wednesday Thursday Friday
MLK Birthday	1/19/15	Monday
Spring Break	3/20/15 *	Friday
Memorial Day	5/25/15	Monday
Independence Day	7/3/15 *	Friday

**\*Energy Conservation Days** – Skeleton crews for essential offices required. Accrued compensatory time/vacation will be used to observe energy conservation days.

## Sam Houston State University

Labor Day	09/01/2014	Monday
Thanksgiving	11/27/2014	Thursday
	11/28/2014	Friday
Christmas	12/22/2014	Monday
	12/23/2014	Tuesday
	12/24/2014	Wednesday
	12/25/2014	Thursday
	12/26/2014	Friday
	12/29/2014	Monday
	12/30/2014	Tuesday
	12/31/2014	Wednesday
New Year's Day	01/01/2015	Thursday
Energy Conservation Day*	01/02/2015	Friday
Martin Luther King Jr. Day	01/19/2015	Monday
Spring Break	03/13/2015	Friday
Memorial Day	05/25/2015	Monday
Independence Day	07/03/2015	Friday

The following days may be observed in lieu of any holiday on which the University is required to be open and staffed to conduct the public business.

Rosh Hashanah	09/25/2014	Thursday
Rosh Hashanah	09/26/2014	Friday
Cesar Chavez Day	03/31/2015	Tuesday
Good Friday	04/03/2015	Friday

\*SHSU is following the State Holiday Schedule for Fiscal Year 2015. In addition, we are selecting January 2, 2015 as an energy conservation day and campus will be closed. Please see Finance & Operations Human Resources policy B-4 for rules governing acceptable use of the energy conservation day.

**Sul Ross State University**

Labor Day	September 1, 2014	1 day
Thanksgiving	November 26-28, 2014	3 days
Christmas	December 23-31, 2014	7 days
New Year's Day	January 1, 2015	1 day
New Year Day	January 2, 2015	1 day*
Martin Luther King Birthday	January 19, 2015	1 day
Spring Break ALP-RGC	March 18-19, 2015	2 days**
Spring Break ALP-RGC	March 20, 2014	1 day
Good Friday	April 3, 2015	0.5 day***
Memorial Day	May 25, 2015	<u>1 day</u>
	Total	18.5 days

\*Includes 1 Energy Conservation Day:

\*\*Includes 2 Energy Conservation Days:

\*\*\*Includes 0.5 Energy Conservation Day:

## **Texas State University**

Labor Day	September 1, 2014
Thanksgiving	November 27 - 28, 2014
Christmas	December 22, 2014 – January 2, 2015
Martin Luther King, Jr. Day	January 19, 2015
Spring Break	March 16 - 20, 2015 (energy conservation days)
Memorial Day	May 25, 2015

\*Energy conservation days – Skeleton crews for essential offices required. Accrued compensatory time will be used to observe energy conservation days.

Lamar Institute of Technology  
Holidays  
2014 - 2015

Labor Day	September 1	(1)
Thanksgiving	November 27 – 28	(2)
Winter Break	Dec. 22, 2014 – Jan. 2, 2015	(10)
MLK Birthday	January 19	(1)
Spring Break	March 20, 2015 *	
Memorial Day	May 25	(1)
Independence Day	July 3 *	

- Energy Conservation Day

## Lamar State College-Orange

Labor Day	September 1, 2014
Thanksgiving	November 27-28, 2014
Christmas Break	December 22-31, 2014
	January 1-2, 2015
MLK Birthday	January 19, 2015
Spring Break	March 20, 2015*
Memorial Day	May 25, 2015
Independence Day	July 3, 2015*

\*Energy Conservation Days

## Lamar State College-Port Arthur

Labor Day	September 1, 2014
Thanksgiving	November 27-28, 2014
Christmas Break	December 22-31, 2014
	January 1-2, 2015
MLK Birthday	January 19, 2015
Spring Break	March 20, 2015*
Memorial Day	May 25, 2015
Independence Day	July 3, 2015*

\*Energy Conservation Days



## **Texas State University System**

Labor Day	September 1, 2014
Thanksgiving	November 27 - 28, 2014
Christmas	December 22, 2014 – January 2, 2015
Martin Luther King, Jr. Day	January 19, 2015
Memorial Day	May 25, 2015

## APPENDIX – Presidents' Reports



## LAMAR UNIVERSITY

President's Briefing  
for the Board of Regents  
May 2014

RETENTION & RECRUITMENT: Compared to a year ago, Lamar's Spring 2014 enrollment increased significantly as headcount reached 13,489, up 3.2 percent. Semester credit hours (146,394) climbed more sharply (up 3.3 percent) and set an all-time Lamar spring semester record. The growth was led by the College of Engineering which jumped 34.2 percent in headcount and 23.9 percent in credit hours, due in large measure to new scholarship and targeted recruitment programs. The Colleges of Education and Human Development (up 7.7 % in heads, 9.2 % in credit hours) and Business (up 2.1 % in heads, 4.8 % in credit hours) also enjoyed healthy increases. Due to continued growth in the online Ed.D. program, Lamar set an all-time record for doctoral students with 422.

*Open House*, the university's spring recruiting event, was a huge success, and attracted almost 2,000 prospects, along with their families, to campus. Strategic Enrollment Management staff members are working hard to identify and attract new students, and other staff members are busily addressing retention. Lamar has launched a multi-focused recruitment effort in a new geographical market in the greater Houston area.

New David J. Beck Fellows, Kollin Kahler and Keely Townley-Smith, were selected. Kahler, a pre-med major, plans to study advances in rehabilitative surgery and therapy for sports injuries at the Sports Surgery Clinic in Dublin, Ireland as his summer project. Townley-Smith, a physics/electrical engineering major, plans to complete an internship at the National Institute of Standards and Technology in Gaithersburg, Md. with the atomic spectroscopy group as her summer project.

UNIVERSITY ADVANCEMENT: Philanthropist, industrialist and author Jon M. Huntsman visited Lamar University on April 3, becoming the 11<sup>th</sup> guest in the Judge Joe J. Fisher Distinguished Lecture Series. The Lecture Series was created in 1986 to honor Judge Fisher's many contributions to Southeast Texas and Lamar University. Huntsman is founder and executive chairman of Huntsman Corp., a global manufacturer and marketer of specialty chemicals, its operating companies today manufacture chemical products used in a wide range of industries, with more than 12,000 employees and multiple locations worldwide. Huntsman served under President Richard M. Nixon as Special Assistant to the President and as White House Staff Secretary. The *Chronicle of Philanthropy* placed him second on their 2007 list of largest donors. In 2011, *Forbes Magazine* counted him among the 18 "most generous givers on the planet."

The annual Scholarship Recognition Dinner was held in the Lamar University Montagne Center on April 22. This event, which draws more attendees every year, allows scholarship donors the opportunity to dine with the students who are supported by their scholarship funds. Because of the remarkable success of the Investing in the Future Campaign, the number of scholarships at Lamar University has grown significantly in the last few years.

The Lamar University Marketing department has spearheaded an effort to engage current and prospective students, from new targeted geographical locations in the State of Texas, in focus groups. The results of this qualitative research will generate for LU the information needed to refine marketing, including an increased focus on electronic/social media marketing, for prospective students. The focus groups initiative is a new program involving the President's Office, Strategic Enrollment Management, and Marketing and Public Relations.

Lamar University hosted recent events in Dallas and Houston. Dallas-area College of Business Alumni joined the Dean of the College and several faculty members, in Dallas for the annual Federation of Business Disciplines. Alumni, administrators and faculty gathered at the Sheraton Dallas hotel for the reception. Houston-area Comprehensive Campaign donors enjoyed an opportunity to meet President Evans when he and other Lamar University administrators gathered with donors in Houston at the River Oaks Country Club.

PROGRAM DEVELOPMENTS: Dr. Brenda Nichols, Dean of the College of Arts & Sciences and Professor of Nursing, has been selected to receive an Alumni Legacy Leader Award as part of the Indiana University School of Nursing's 100<sup>th</sup> Anniversary Celebration. Dean Nichols received her Doctor of Nursing Science (D.N.Sc.) degree from Indiana and was one of 100 "most outstanding individuals" nominated and chosen for this recognition.

The team of Kristeen Reynolds, accounting major from Port Arthur, and Joshua Barnes, mechanical engineering major from Beaumont, just returned from the 2014 Clinton Global Initiative University meeting in Tempe, where they joined 1200 students from 80 different countries who are "difference makers," committed to finding new solutions to world challenges. Their project involves developing mobile origami-style shelters to help alleviate the homeless population in third-world countries and serve as first response tools in regions struck by natural disasters. Lamar's CGI-U Liaison is David Mulcahy, Director of the Small Business Development Center, and the CGI-U Mentor is K.C. Sen, Professor and Chair of the Department of Management & Marketing.

Keeley Townley-Smith, a junior physics and electrical engineering major from Lumberton, has won the prestigious Barry Goldwater Scholarship, which recognizes outstanding achievement of college students who intend to pursue research careers in science, mathematics, and engineering. Keeley is also a recipient of the highly competitive LU David J. Beck Fellowship. Other Texas 2014 Goldwater Scholars are from Baylor, TAMU, SMU, UTD, UH, UNT, and UTA.

Chelsea Henderson, communication/journalism major from Beaumont and editor of the *University Press*, won a 2014 Barbara Jordan Media Award for her story, "MS: Painfully Invisible." Winners were announced by the Governor's Press Office and the Governor's Committee on People with Disabilities, and were chosen by a panel of judges, including journalists, professionals in the field of disabilities, and people with disabilities. .

Three undergraduate students have had their research abstracts selected from among more than 4000 submissions for presentation at the National Conference on Undergraduate Research in April at the University Kentucky, each cited for work that "demonstrates a unique contribution to (their) field of study." Chelsea Boling, mathematics and computer science major from Beaumont whose faculty mentor is Dr. Kumer Das, will present "Semantic Similarity of Documents Using Latent

Semantic Analysis.” Progga Chirontoni, chemical engineering major from Iowa whose mentor is Dr. Andrew Gomes, will present “Electrochemical Measurement of Toxic Metal Contaminants in the Waters of the Golden Triangle Area.” Ms. Jamie Stafford, chemistry major from Nederland whose faculty mentor is Dr. José Andino, will present “Producing Fuel from Carbon Dioxide.” In addition, Ms. Stafford will present her paper, “Carbon Dioxide Reduction with Zn: An Alternative to Precious and Toxic Metals,” at the 247<sup>th</sup> National Meeting of the American Chemical Society in Dallas. Boling and Chirontoni are recipients of Lamar University Undergraduate Research Grants.

Lamar University’ College of Business will join 24 other “leading business schools (to) compete for bragging rights and over \$30,000 in scholarships by innovating at the intersection of corporate profitability and positive social impact” in the Aspen Institute’s *Global MBA Competition to Promote Role of Business in Bettering Society*.

Two LU McNair Scholars, Amy Becerra (psychology major from Kountze) and Chelsea Boling (mathematics and computer science major from Beaumont), have been invited to present their research at the 2<sup>nd</sup> Annual Ivy Plus Symposium, “Advancing Diversity in Higher Education,” hosted in March by Harvard University and Massachusetts Institute of Technology. In this competitive process designed to expose outstanding undergraduate students to faculty who are conducting cutting-edge research at the world’s leading institutions of higher education, only 150 students nationally from STEM, social science, and humanities disciplines were selected. Amy’s research, “Elder Care: Cross-Cultural Comparison of the Decision-Making Process,” was directed by her faculty mentor Dr. Jeremy Shelton. Chelsea’s research, “Semantic Similarity of Documents Using LSA,” was directed by her faculty mentor Dr. Kumer Das. She also won the best undergraduate poster award at the Conference of Texas Statisticians held at UTD in March for this research, competing against both undergraduate and master’s students.

Dr. Kaye Shelton, Department of Educational Leadership, has been named a recipient of the 2014 Pearson Excellence in Online Administration Award. Winners are selected by an independent consultant based upon contributions in areas which include: student and instructor support practices, development of high-quality online education programs, use of innovative tactics to further the development of online education, and measurable results which have created significant change in the organization with regard to online learning. In 2013, Dr. Shelton also received the Sloan Consortium international John R. Bourne Outstanding Achievement in Online Education.

#### CAPITAL IMPROVEMENTS:

- A) Brooks-Shivers Renovation: Following a recent review of the space layout and discovery of some structural concerns, construction was temporarily suspended. Demolition of Brooks-Shivers is currently underway. Lamar is awaiting new schematic design drawings for this project.
- B) Utilization of Indefinite Delivery/Indefinite Quantity for Mechanical Electrical Plumbing (MEP): Currently, Dabhi Engineering Associates has completed work on the MEP Building Assessments for the North Plant Chiller Upgrade Project as part of energy conservation.
- C) Utilization of Indefinite Delivery/Indefinite Quantity for Architect/Engineer firm (A/E): Currently, VLK Architect/Engineer has developed the design and specifications for roof replacements for the Dishman Art Museum and the Student Setzer Center Building.
- D) Utilization of Indefinite Delivery/Indefinite Quantity for facility programming and consulting firm: Programming for the Student Setzer Center Building has begun.

E) Regional Center for Innovation and Commercialization: Lamar University entered into a contract with the Texas General Land Office (administrator of federal disaster recovery grant funding provided by the U.S. Department of Housing and Urban Development in response to Hurricane Ike) to construct a Regional Center for Innovation and Commercialization on the campus of the University. The Innovation and Commercialization Center will house a Technology Business incubator with space and infrastructure to help develop and grow new technology-based businesses. The Center will include training facilities, a Small Business Development Center, the Institute for Entrepreneurial Studies and several anchor tenants. The building will include classrooms, offices and necessary service areas and infrastructure. The facility is envisioned to have between 22,000 to 24,000 gross square feet of which approximately one-half of the gross square footage is to be unfinished for future tenants. The CM@R RFQ/P selection process is currently underway and scheduled to have the CM@R contract in place by October, 2014.

F) Cardinal Village Student Residence Halls: Lamar University completed the total interior painting of 611 two bedroom dormitory units in Gentry, Monroe and Morris Halls and replaced 6,000 pieces of furniture in Morris Hall. The Competitive Sealed Process is currently underway to replace and upsize 239 outdoor air conditioning units for Combs Hall.

INFORMATION TECHNOLOGY: Completed projects include: Implementation of a shuttle service mobile app; State of Texas financial TINS conversion; Guaranteed Tuition Rates; desktop patch management; and Network Use and Management policy development New projects; chartered include: Campus Wireless Network upgrade; SciQuest eProcurement solution; and Firewall replacement. Current projects include: upgrades to the Appworx job scheduling system (Banner environment), development of desktop standards and procurement processes, Degreeworks (Degree Audit) application upgrade; Health Center System migration; VMware environment upgrade; RHEL patch management; Disaster Recovery Storage Array upgrade; Windows XP migration; and security and system management policy development. Upcoming projects include: implementation of AcademicWorks Scholarship Management software; Workflow pilot; Financial Aid 2015 Aid Year Packaging; and Parking System upgrade; and email/collaboration solution evaluation.



# SAM HOUSTON STATE UNIVERSITY

## President's Briefing for the TSUS Board of Regents May 2014

### RECRUITMENT AND RETENTION

**Bearkat Camp** - Bearkat Camp provides opportunities for incoming students to build lasting relationships as they become part of the Sam Houston community. Participants are engaged in learning activities that are interactive and student led with a variety of group activities such as tribal competitions, pride groups, socials, sand volleyball, basketball, and ropes courses. Statistically, Bearkat Camp participants have a higher retention rate. The 2010 freshman two-year retention rate is 64% compared to 55% overall. The 2011 freshman two-year retention rate is 71% compared to 63%, and the 2012 freshman one-year retention rate stands at 88% compared to 78%.

**Project EnCriPT** - To combat environmental hazards and public health threats across the country, the Bill Blackwood Law Enforcement Management Institute of Texas launched a free, online training program to strengthen civil and criminal enforcement efforts at the local, state and tribal levels. The Environmental Crime Program Training, or Project EnCriPT, is funded by the Environmental Protection Agency and located at Sam Houston State University. The nationwide program will offer live, regional training courses directed by leading experts in the field for law enforcement officers, code enforcers, sanitarians and industry workers. The first live training course was presented April 22-24, 2014.

### INSTITUTIONAL DEVELOPMENT

Through the first seven months of the 2013-14 fiscal year, the university has received more than \$6.25 million from 7,200 donors who have made more than 13,200 gifts. The Faculty & Staff campaign was once again highly successful as an all-time record 1,443 individuals, representing nearly 80% of the employees, supported the university with contributions totaling \$267,606.

Though March, the development staff has made more than 2,300 contacts with prospects to provide information about the university and to discuss potential giving opportunities. Despite severe weather conditions causing the second annual "Houston Bearkats in Business" event to be rescheduled from January 28 to February 25. The fundraiser netted more than \$210,000 for the benefit of the university's athletic programs.

In preparation for a potential capital campaign, the Houston office of Dini Spheris began a feasibility study in January. In addition to an internal assessment of preparedness, they are holding personal interviews with 40 to 50 of our top supporters and will conduct four to five focus group meetings. Their findings are expected to be delivered at the end of May.



# SAM HOUSTON STATE UNIVERSITY

SHSU Alumni Association membership is 11,300 including nearly 2,300 Life Members. The association held its annual Life Member Celebration on February 20 at the Waterway Marriott in The Woodlands, hosting more than 275 guests.

Marketing & Communications completed a digital President's Report, which has received very positive feedback. It can be adjusted and updated as needed. With regard to Social Media, the university's Facebook page has more than 55,250 "Likes" and 46,000 monthly users. SHSU has more than 11,000 Twitter Followers.

## CAPITAL IMPROVEMENTS

The Student Health and Counseling Center is approximately 55% complete. The two-story, 29,600 gross-square-foot facility is being constructed on the North District of campus and will house both the physical health clinic as well as the mental health counseling center. Level one is dedicated to the Student Health Clinic and will include 24 exam rooms, a laboratory, triage and procedure rooms, staff support space, and a walk-up pharmacy. The counseling center program and shared administrative suite will occupy the second level. The mental health clinic will include a separate lobby, 20 private therapy offices, a group therapy space, relaxation room and other staff support space.

## CAMPUS SPECIFIC ITEMS

**John Avildsen** - Academy Award-winning motion picture director John Avildsen shared his experiences in Hollywood creating some of his most famous films when he visited SHSU on March 25 as guest speaker for the President's Speaker Series. The program focused on various aspects of films that mark milestones in his career such as *Rocky*, *The Karate Kid*, *Save the Tiger*, *The Formula*, and *8 Seconds*. In 1976 Avildsen won the Academy Award as Best Director for *Rocky*. *Rocky* and *The Karate Kid* are among the all-time highest grossing films in U.S. box office history. During his career, Avildsen worked with an array of actors and actresses, including Sylvester Stallone, Marlon Brando, George C. Scott, Susan Sarandon, Jack Lemmon, Morgan Freeman, Peter Boyle, Elizabeth Shue, and Luke Perry.

**National Book Awards at Sam Houston** - The Sam Houston State University Master of Fine Arts program in creative writing, editing and publishing debuted a new literary event, the "National Book Awards at Sam Houston," on March 21. This year's inaugural program featured fiction writer Téa Obreht, poet Lucie Brock-Broido and graphic novelist Gene Luen Yang, who presented readings of their works and engaged in a moderated conversation. The event was created through a partnership between SHSU and the National Book Foundation to annually bring National Book Award winners and finalists to campus and the community for a series of events celebrating literature and literacy. The National Book Awards are among the most prestigious





## SAM HOUSTON STATE UNIVERSITY

annual literary awards in the nation, and the “National Book Awards at Sam Houston” will be only the second such program in the country.

**Robert Stretcher** - Robert Stretcher, a professor in the Department of General Business and Finance, was recently awarded the Academy of Economics and Finance’s research fellow award. The award recognizes extraordinary accomplishments in research in economics and finance. The committee cited Stretcher’s significant role in the development of case research in finance and his more recent advances in the area of financial management decision methodology as justification for the award, which targets lifetime achievement.



**SUL ROSS STATE UNIVERSITY**  
Member Texas State University System  
**President's Briefing for the Board of Regents**  
**May 2014**

**Retention and Recruitment**

As of May, we are showing healthy growth percentages in both summer and fall enrollment. Summer is currently showing a 25.5% increase in headcount and a 21.4% increase in semester credit hour generation. Fall is showing a 112% increase in headcount compared to the same time last year and a 126% increase in semester credit hour generation. We currently have a 112 freshman housing applications and 12 transfer housing applications. We implemented housing software this past spring replaced a manual paper process. In addition, we have purchased and implemented scholarship software to make us more efficient in our awarding process. At our Spring Sully Showcase held on April 5<sup>th</sup>, we exceeded our record attendance with 325 prospective students and their guests. After census date for Spring, we determined that we increased our second semester retention by 7% points with the Fall 2013 cohort and we are very excited about that development. We just began our second semester of mandatory advising and are seeing great results in summer and fall enrollments.

**University Advancement**

The University received gifts from individuals and foundations totaling \$401,584.67 for this quarter of the fiscal year 2014, and continues to focus on strengthening alumni and major donor giving, as well as increased support from corporate and private foundations.

**Rio Grande College**

Sul Ross-Rio Grande College spring enrollment increased over the previous spring term. Most of the increase was due to new programs. The Bachelor of Applied Science is growing significantly and additional cooperative masters programs with the Alpine campus contributed as well. The Sandra Stanley Coleman Endowed Scholarship fund received a final distribution from the estate and now has a balance of over \$570,000. Preparations for the launch of the Bachelor of Science in Nursing scheduled for fall, 2014 continues with faculty development and training. Additional agreements and renewal of agreements with Southwest Texas Junior College have been signed for Transfer of Credit, Financial Aid, and interagency contracts for shared personnel.

Discussions and plans for a campus expansion in conjunction with Southwest Texas Junior College in Eagle Pass will help address space needs for the rapidly growing enrollment on that campus. It will likely to be available fall, 2015 or spring, 2016. Excitement is building as many details are now in process for a new campus in the Castroville area. The Medina Valley Independent School District is completing construction of a Higher Education Center which will be occupied by Southwest Texas Junior College and Sul Ross-Rio Grande College. The region, west of San Antonio, is experience accelerated population growth by commuters and others drawn by the attractive quality of life. Classes are expected to offered beginning spring, 2015. Research is underway to determine the most appropriate programs, classes, and faculty/staff for the expansion.

As a part of the continuing development of Sul Ross-Rio Grande College' role as a community university, we have affiliated with additional chamber of commerce's in our communities including Hondo and Castroville. These affiliations provide excellent avenues for community relations and marketing/recruiting contacts for educational programs and prospective students.

Finally, the May graduation ceremony was marked by 70 graduates. Bill Rankin, CFO of Bluebell Creamery and alumni of RGC brought the challenge to the graduates.

### **Capital Improvements**

Master plan initiatives scheduled for 2014 have been identified and structured as the Campus Access Phase I project. Architectural firm Artchitecture (Indefinite Delivery Indefinite Quantity architect), has been assigned to begin design services for the projects. The campus Access I project will better join the east end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, vehicular traffic surfaces incorporating wayfinding and student gathering sites. Total Project is \$ 1.1M. The Jackson Field improvements are complete. The project includes the construction of a 5,000 square foot field house located at the west end zone, integrated within the existing rock wall fence surrounding Jackson Field. In addition to the new field house, the stadium press box received a new metal siding matching the new field house. A new scoreboard was also installed as a gift from West Texas National Bank. The existing home team field house will serve as the visitor locker rooms. The Jackson Field Improvements project is in close-out pending A/E document review. A number of deferred maintenance projects are underway including Turner Range Animal Science – chiller replacement, Briscoe Administration Building - roof replacement, University Center - roof repairs, Swimming Pool repairs, Road and parking lot crack repairs and Kokernot Lodge Refurbishment.

### **Information Technology**

SRSU will continue to evaluate email and calendaring solutions. Until a decision is made, we will consider updating our Exchange server to 2013 and look at implementing Office 365, which gives students access to the Microsoft productivity suite: Word, Excel, etc.

We are working with the Finance office to evaluate a number of responses to our RFP for television and wireless computer access in residence halls.

The Ellucian Mobile Application Platform will be implemented during the summer. This application will allow faculty, staff and students to access administrative and academic data on their mobile devices. Both iOS and Android devices will be supported in the initial rollout.

The initial phase of our Business Continuity and Disaster Recovery projects will be completed by early summer. This includes the setup of servers in the Del Rio location to ensure data is being saved to this alternate location.

We continue to evaluate ways to more effectively engage the campus on security issues for their desktop computers.

### **Institutional Development**

Andy Cloud, Director of 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 final report is scheduled for completion in June 2014. In addition, they are working on another federal project, this one a site re-recording project for Guadalupe Mountains National Park. This project was extended and is now scheduled for completion in June 2014. The CBBS remains actively engaged in archaeological research on various private ranches, especially

Pinto Canyon Ranch and the 02 Ranch. At Pinto Canyon Ranch they recently documented ca. 70 mostly scattered boulders containing petroglyphs (pecked, scratched, or abraded images) representative of three or four different themes or subjects. On the 02 Ranch they continue with a block excavation at the 11,000-year-old GLD site. Their research continues to place the site among the first in North America in regard to several technologies—the use of rock as thermal heating elements and ground stone for grinding plant materials. An extremely intact 9,000-year-old oven at the site is now exposed and providing tantalizing new data. The CBBS continues down the path in construction of a searchable rock art database for the region, having made great strides in the last few months. They also continue to edit the seventh publication in the TAP series, “Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times.” Also underway is their publication provisionally entitled “In the Rimrock’s Shadow: A History of Pinto Canyon and the Southern Sierra Viejas in the Big Bend of Texas.” In addition, through the CBBS’s Cultural Resources Management Program, they are now engaged in providing archaeological services for a private firm investigating oil and gas well pad locations in the Permian Basin.

Recent CBBS grants and donations received:

\$14,780 received from individuals as donations

\$25,000 dedicated through discretionary family funds of the Brown Foundation, Inc. of Houston

Rio Grande Research Center: Adelante Tejas Project

The Adelante Tejas project, funded through Department of Education Title III part (f), is oriented on strengthening instruction in the sciences. The project provides a budget through September 30, 2016 for an array of activities directed toward creating the best possible instructional environment in the sciences at our small (<2,000 enrollment), predominantly undergraduate-serving institution. It is a cooperative project with San Antonio College which will yield (at least) nine articulation agreements in STEM (Science, Technology, Engineering and Math) disciplines between SAC and Sul Ross specifically, and the Alamo Colleges in general. The five Alamo colleges enroll over 62,000 students, as such the project bears potential to impact Sul Ross enrollment through increased transfer. The Adelante Tejas project specifically focuses on introducing students to industry-standard scientific instrumentation and research experiences in preparation to be successful in their future academic and professional careers. The project invests substantially in faculty development by making it possible for faculty to participate in conferences and professional development opportunities and in the laboratory and classroom environment. On April 25, 2014 the recently refurbished Analytical Lab in the Warnock Science Building will receive a new X-ray fluorescence spectrometer, used widely in elemental and chemical analysis. Last year the project introduced a JEOL 6610 Scanning Electron Microscope (SEM) to Sul Ross. In addition, the project provides resources to enable “at-distance” students to access sciences coursework. Presently the project is working with San Antonio toward the creation of a 2+2 degree in Biology that will enable students to complete a 4-year degree in Biology from Sul Ross without necessarily having to leave San Antonio. For students who *do* wish to expand their knowledge and familiarity with the outstanding field sciences learning opportunities the Big Bend has to offer, the project is sponsoring the development of an Introduction to Field Studies Course. This course (NRM 2203, May 19-23, 2014) provides students with 2 Semester Credit Hours in science during a one-week intensive course covering mapping, orienteering, camping, health and safety in the field, communication, GPS, utilizing an iPad Mini for field notes, identification of beneficial and hazardous flora and fauna, geology, soils, vegetation and much, much more. The course also includes a service learning component where students will participate hands-on in habitat conservation in Big Bend National Park. The project has also co-sponsored a number of STEM career speakers including Dr. Amy Brown (Florida’s Springs: Flowing Water in a Dynamic Landscape); Dr. Callum Heatherington (Protracted versus Punctuated Peraluminous Magmatism in Metamorphic Core Complexes”, Dr.

Mike Petronis (Investigating Ancient Ice Ages in the Present Day Arctic using Paleo-magnetic Data) and Dr. George Veni, Executive Director of the National Cave and Karst Research Institute in Carlsbad, NM ( The Benefits and Challenges of Living in a Cavernous Environment).

Undergraduate students are responding positively to the new laboratory facilities and research opportunities. Presently 3 McNair Scholars are already using the SEM for original, mentored, undergraduate research and one (Sophia Caylor) presented at the 2014 Texas Academy of Sciences conference in Galveston, TX.

The Borderlands Research Institute (BRI) provides land managers with the most current scientific information on the management of natural resources of the Chihuahuan Desert Borderlands. Some recent activity highlights include: translocating 102 pronghorn this past February as part of a 5-year restoration effort with Texas Parks and Wildlife Department and private landowners. This spring, the BRI initiated a new mule deer antler development study with participating landowners in west Texas. The BRI also recently launched a new website ([www.sulross.edu/brinrm](http://www.sulross.edu/brinrm)), FaceBook page, and YouTube Channel in efforts to engage local landowners, resource professionals, and wildlife enthusiasts in the region. The BRI is co-hosting 2 state/national meetings at SRSU in 2014: 26<sup>th</sup> Biennial Pronghorn Workshop (May 12-14, 2014) and the Texas Section Society for Range Management Annual Conference (October 7-10, 2014).

Dr. Bonnie Warnock, Chair of Natural Resource Management, has been invited to submit a proposal to the USDA Natural Resources Conservation Service based on an accepted pre-proposal for a Conservation Innovation Grant. Project title: Development of a Manual for Ecological Restoration Techniques in Semi-Arid Rangelands in the Chihuahuan Desert and Technology Transfer Serving Historically Underserved Producers in Brewster and Presidio Counties, Texas. Grassland restoration in the Chihuahuan Desert of Texas presents many challenges regarding site specific treatments, including special considerations for highly erodible soils, the timing and intensities of prescribed burning, vegetation treatments and reseeding, and the staged implementation of multiple treatments over time. This project will develop a manual and create technology transfer activities that will facilitate the adoption by producers of the recent advances in restoration techniques in the Trans-Pecos region of Texas.

Dr. Ryan O'Shaughnessy and Dr. Louis Harveson have been invited to submit a proposal to the USDA Natural Resources Conservation Service based on an accepted pre-proposal for a Conservation Innovation Grant. Project title: Management of pronghorn-livestock interactions for maximum sustainable nutrition, energetic, and financial yield. This project will assess current nutrient (nitrogen) and energy availability on rangelands. Models derived will be used to estimate optimal stocking rates of livestock and pronghorn antelope which will maximize nutrient and energy production, as well as providing positive economic returns to landowners through mixed-use ranching (i.e. hunting and livestock production).

Dr. Patricia Moody Harveson submitted a grant proposal for \$298,675 for a USDA Hispanic Serving Institution (HSI) Education Grant. Project title: Improving Accessibility of Higher Education For Hispanics: An Online Master's Degree In Natural Resource Management. The development of an online Master of Agriculture program will meet our goal of increasing the number of Hispanic graduate students in Agricultural and Natural Resource Sciences.

Dr. Christopher Estep has submitted a cooperative grant proposal for \$54,866 to the USDA NIFA for a Secondary Education, Two-Year Postsecondary Education, and Agriculture in the K-12 Classroom Challenge Grants Program (SPECA). This is a cooperative grant with University

of Florida, Texas A&M and Oklahoma State University. Project title: Teaching Locally, Engaging Globally: Empowering Tomorrow's Agricultural Leaders to Feed Nine Billion. This project involves creating curriculum for secondary agriculture and science teachers in the area of Global Food Security.

### **Campus Specific Items**

#### **Awards and Honors:**

Dr. Bonnie Warnock, Professor and Chair of the Department of Natural Resource Management was named the Clint Josey Endowed Chair of Natural Resource Management. The Dixon Water Foundation of Marfa/Decatur endowed the position through a \$1.2 million commitment to the department through \$200,000 annual increments over a six-year period.

Dr. Mark Saka, Professor of History and Interim-Chair of the Department of Behavioral and Social Sciences, has received the Southwest Council of Latin American Scholars' 2014 Harvey Lee Johnson Award for the Outstanding Book in Latin American History for his book For God and Revolution: Priest, Peasant, and Agrarian Socialism in the Mexican Huasteca.

Sul Ross State University students won several awards and made a number of presentations at the 50th meeting of the Texas Chapter of the Wildlife Society. Thirty students and four faculty participated in workshops and competitions, presented papers, and were honored at the awards banquet. Four graduate student paper presentations were made. The Wildlife Quiz Bowl Team placed second out of nine teams from across the state and the Range Plant Identification Team placed third.

#### **Academic Programs:**

The College of Professional Studies is proposing a new degree, the Master of Science in Homeland Security.

#### **Professional Offices:**

Dr. Chris Ritzi, Associate Professor of Biology and Chair of the Department of Biology, Geology, and Physical Sciences was elected president of the Texas Academy of Sciences at the society's 117<sup>th</sup> annual meeting held in Galveston.

Dr. Donald Callen Freed, Professor of Music and Composer-in-Residence, was elected to the Board of Directors of the South Central Region of the College Music Society at its 2014 meeting in Fort Smith, Arkansas to represent composers of music.

Professor Carol Fairlie, Professor Art, is incoming President of the Texas Association of Schools of Arts (TASA).

Dr. Louis Harveson, Professor of Natural Resource Management and Director of the Borderlands Research Institute, was elected as Second Vice President of the Texas Wildlife Association. As Second Vice President for Programs, Harveson serves as an officer contact and representative for education programs, and as a liaison and resource at the university level with state and federal agencies.

Dr. Robert Kinucan, Professor and Dean of the College of Agricultural and Natural Resource Sciences, was elected to the board of directors of the Non-Land-Grant Agricultural and Renewable Resource Universities (NARRU). As a director he serves as chair of the Membership Committee and as a liaison to the USDA's Food and Agricultural Education Information System. Kinucan has served in numerous capacities with NARRU, including

president during 2006-2007.

Campus Life:

Dr. Esther Rumsey, Professor of Communication, will be taking a group of Sul Ross students to Australia and New Zealand in May as part of the Sul Ross International Travel and Education program.

Dr. Esther Rumsey, Professor of Communication, Prof. Avram Dumitrescu, Assistant Professor of Art, Dr. Usef Faghihi, Assistant Professor Computer Science, and six Sul Ross students traveled to the Game Developers Conference in San Francisco. The travel was part of the newly implemented Computer Science-Gaming degree.

Dr. Jay Downing, Professor of Psychology and Interim Dean of the College of Arts and Sciences, took seven psychology students to the Southwest Psychology Association conference in San Antonio. Megan Downing, SRSU Psychology major, presented "*The Role of Uncertainty and Fear in the Extremity of Political Attitudes*" at a social psychology poster session. Robert Leblanc, SRSU Psychology major, presented his research entitled "*Wolf Spiders Associate Food with Predator Cues in a T-Maze*" in an oral presentation sponsored by Psi Chi, the International Honor Society in Psychology.

Dr. Kris Jorgenson, Associate Professor of Mathematics, and Dr. Angela Brown, Assistant Professor of Mathematics, accompanied, three students to the Texas Section of the Mathematical Association of American meeting in Laredo. Angel Rodriguez, math major, presented a paper on cryptographic methods, Spy 101.

Mr. Gregory Tegarden, Lecturer in Art, took three art students to San Angelo to attend the 28<sup>th</sup> Annual Ceramics Symposium hosted by the San Angelo Museum of Fine Arts and the Old Chicken Art Center.

The annual Sul Ross Career Development Event for FFA and 4-H members was hosted by the College of Agricultural and Natural Resource Sciences March 24. Forty six students from seven high schools and 4-H groups from Presidio and Tom Green counties participated in the event which featured judging competition in categories in horse, wildlife, and plant identification as well as an agricultural mechanics show.

The Department of Natural Resource Management with Texas AgriLife Extension hosted the 4-H Regional Range and Plant Identification Contest, March 29. Twenty-four students from three counties participated in the daylong event, which took place in Brewster County on the ranch of Sul Ross alumnus Justin Cross.



**TEXAS STATE UNIVERSITY**  
**President's Briefing**  
**for the Board of Regents**  
**May 2014**

**PLANNING**

We recently completed our first-year progress report on the 2012-2017 University Plan, and, after final approval, will post the comprehensive report online.

We continue preliminary preparations for the Southern Association of Colleges and Schools, Commission on Colleges Fifth Year Interim Report. We are reviewing Policy and Procedures Statements and other documentation needed to support narratives for standards addressed in the Report and making necessary revisions. Information Technology is creating programs to readily access institutional data to support narratives. Most standards included in the Fifth Year Interim Report pertain directly to academics, so the Council of Deans is being updated periodically on our progress.

**RETENTION AND RECRUITMENT**

As of April 14, 2014, our freshman applications for the fall semester reached a record 23,233 -- an increase of one percent (+202) over 2013. So far, we have offered admission to 12,119 freshmen, and we expect to reach our overall acceptance goal sometime in May. Provided that our yield rate remains consistent with this past fall, we expect to enroll approximately 5,000 freshmen.

A total of 4,274 transfer students have submitted applications for Fall 2014. This represents a three percent decrease (-144) over 2013. However, transfer acceptances total 2,451 -- an increase of 32 percent (+599) over last year. If present trends continue, we anticipate receiving approximately 7,000 applications, which should yield a transfer class of about 3,700.

As of April 14, 2014, applications from master's students totaled 2,769 -- an increase of 7.3 percent (+188) over 2013. Master's acceptances are up one percent (+6) over the previous year. Doctoral student applications now total 166, which is 10 percent less (-19) than last year. Doctoral acceptances are currently down six percent (-4).



## **CAPITAL IMPROVEMENTS**

### **Projects in the Planning and Programming Phase:**

The Alkek Library Learning Commons Feasibility Study was completed by Perry Dean Rogers Partners Architects in May 2012. We are asking to add the Alkek Library Renovations project to the Capital Improvement Plan (CIP) in May 2014, including the phased repairs and upgrades of mechanical, electrical, and plumbing systems, and other infrastructure components to be accomplished with HEAF funds. The Programming effort for the Alkek Learning Commons and Alkek Renovations projects will begin this summer.

The Alkek Library Repository Feasibility Study was completed by Harrison-Kornberg Architects in February 2013. This project, along with the Engineering and Science Building, Round Rock Health Professions #1 and #2 projects, and the Music Building remain on hold pending funding.

ARUP Consultants is under contract to assess the viability of a public-private partnership (P3) for the construction and operation of the Cogeneration Plant Gas Turbines project. The existing infrastructure systems are being evaluated for capacity, distribution, and age. Current and forecasted requirements, risks, and costs are also being assessed for review and consideration by the university. Next steps include finalizing the initial assessment and scheduling meetings with the City of San Marcos, CenterPoint Energy, and LCRA.

The Baseball/Softball Team Building project will be amended as part of the CIP update in May, 2014, to reflect the option developed for Athletics as part of a Feasibility Study prepared by Facility Programming & Consulting in February 2014.

The Joann Cole Mitte Renovations project will be added to the CIP in May 2014, and includes the phased repairs, upgrades, and renovations of space at Joann Cole Mitte and Sabinal as developed in a Feasibility Study prepared by Facility Programming and Consulting in November 2013.

The LBJ Student Center Renovation Program is being developed by Page Architects. Page conducted several site visits in April 2014, interviewing students, faculty, alumni, and staff. The draft Architectural Program will be distributed for review by the end of May 2014.

The Roy F. Mitte Renovations project will be added to the CIP in May 2014, and includes phased reconfiguration of space and renovations at Roy F. Mitte. A Feasibility/Space Use Study is underway by Facility Programming and Consulting with a report due by late May 2014.

The Strahan Expansion and Renovations project will be amended as part of the CIP update in May 2014, to reflect the Proscenium Theatre option developed as part of the Feasibility Study prepared by Moody Nolan in November 2013.

The STAR One Expansion project includes the construction of a 16,000 gross square foot (gsf) expansion and the completion of shell space at the STAR One building. The Program document for the Laboratory finish out of the remaining 6,700 gsf shell space was finalized in March 2014. The draft Program document for the construction of the 16,000 gsf expansion was issued in April 2014. The project will be constructed via a Design/Build delivery method and the Request For Qualifications will be posted this summer once the program document is finalized and funding is available.

**Projects in the Design Phase:**

Design development (DD) documents for the Bobcat Trail Mall Redevelopment/ Enhancement project were approved in November 2013. Construction documents are being prepared by TBG Partners. The Guaranteed Maximum Price submitted by Flynn Construction was approved in April 2014. Construction activities are scheduled to begin in June 2014.

The DD documents for the Bobcat Trail Utilities Upgrade project were approved in February 2014. Construction documents are being prepared by TBG Partners. Flynn Construction is preparing the Guaranteed Maximum Price (GMP) for approval by May 2014. Construction of both Bobcat Mall area projects is expected to begin in June 2014.

The Moore Street Housing project is a 190,947 square foot, 598-bed facility, consisting of two residence halls and a connecting community building. The DD documents were approved in April 2014. Construction documents are being prepared by SHW/Treanor. SpawGlass Construction is preparing the GMP approval by May 2014. Demolition and site clearing is expected to begin in June 2014, with construction of the residence halls expected to begin in August 2014.

The schematic design documents for the Jones Dining Hall Replacement and Renovation project were approved in April 2014. Pfluger Architects of Austin is preparing the DD documents and Vaughn Construction of San Antonio is providing pre-construction services. The DD documents are tentatively planned for presentation for Board approval in August 2014. Construction is expected to begin in December 2014.

**Projects in the Construction Phase:**

The Comal Renovation project is progressing. The exterior of the building is complete and the interior of the building is 90 percent complete with an anticipated completion date of June 2014.

Phase 2 of the Electrical Infrastructure Upgrades work is underway including replacement of transformers, switches, and other deteriorated components of the electrical distribution system, electrical service upgrades at specific building locations, and associated repairs and upgrades in electrical manholes on campus. Power outages will be scheduled during breaks to minimize the disruption of services on campus. The overall project completion date is anticipated to be June 2016.

The Performing Arts Center Recital Hall and Theatre (RHT) close-out report is being prepared. The LEED certification documentation has been submitted to the U. S. Green Building Council for review. Scheduled work for the RHT over the next three months includes: completion of a few remaining punch list work items, additional work authorized subsequent to substantial completion, and resolution of operational issues discovered subsequent to occupancy.

Construction of the 578-bed West Housing 1 project on the western edge of campus continues. The residence hall portion of the project is 89 percent complete. The James Surls sculpture is under fabrication and is to be installed in June 2014. Substantial Completion for the project is scheduled for late May 2014. The anticipated final completion date and furniture move-in is planned for June 2014.

**Completed Projects:**

The Old Main Roof Repair project is complete. The Texas Historical Commission accepted the close-out report with no comment. The close-out letter for this delegated project was submitted and accepted by the System office in April 2014.

Final Reports submitted for review and presentation during the Board meeting in May 2014, include: North Campus Housing Complex, Nursing Building, South Campus Utilities Upgrade Project, Undergraduate Academic Center, and the Tomás Rivera/ Student Center Drive Realignment project.

**INSTITUTIONAL DEVELOPMENT**

The Pride in Action campaign officially ended on February 28, 2014, with a spectacular event in the new Performing Arts Center that was dedicated the prior evening. The campaign ended by exceeding its goal of \$110,000,000 when it was announced that it had raised \$151,051,000. The campaign was remarkable in several ways. First, it was a cash campaign with over 85 percent of the gifts already received. These dollars are at work right now on our campus with scholarships, funding for programs and faculty, and new buildings such as the Performing Arts Center. The remainder of the funds are planned gifts and pledges. The second notable feature of this campaign is that it involved a broad based, grass-roots effort with over 46,000 unique contributors. The majority of these donors contributed between \$25,000 and \$50,000. We added 19 new Heroes, individuals who have given \$1 million or more. Also very important were Pillar Society members, individuals who have given over \$100,000, but less than a million. We now have 112 Pillar Society members. Additionally, 44 percent of our faculty and staff -- the highest percentage ever -- gave to the Family Campaign portion last year.

Research and training grants over \$100,000 received since the last report were awards to the following principal investigators:

Recipient/Unit	Funding Source	Project Title	Purpose	Amount
Mr. William D. Montague, Department of Criminal Justice	Federal Bureau of Investigation	ALERRT Active Shooter Response Training for FBI	Provide critical training to law enforcement professionals from throughout the nation, in Active Shooter Levels I and II, Active Shooter Train-the-Trainer, and Exterior Response to Active Shooter Event training.	\$750,000
Dr. Thomas Hardy, The Meadows Center for Water and the Environment	Confederated Salish and Kootenai Tribes	Confederated Salish Kootenai Instream Flow Quantification	Establish instream flows for various streams on the Flathead Indian Reservation in western Montana.	\$362,778
Dr. Sandra West Moody, Department of Biology	Texas Higher Education Coordinating Board	Improving Teacher Quality Grant	Provide assistance to inservice teachers and principals responsible for instructional leadership to gain access to professional development in core academic subjects.	\$326,000
Dr. Bill Covington, Associate Vice President for Research and Federal Relations	MicroPower Global Corporation	MicroPower Chip Prototype Development Fees	Assist with costs associated with the development of MicroPower Chip.	\$266,180
Dr. Hee Hiong Ngu, Department of Computer Science	National Science Foundation	REU: SITE: Multidisciplinary Research Experiences for Undergraduates in the Internet of Things	Explore methods for synthesis and analysis of a mobile control system with problem solving components intended for a team of aerial vehicles, using cell phones for development of a control system thereby easily connecting a team of autonomous vehicles into the Internet of Things.	\$215,603
Dr. Marla A Erbin-Roesemann, St. David's School of Nursing	Texas Higher Education Coordinating Board	Nursing Shortage Reduction – Under 70 Program for FY14 to FY15	Assist with the nursing program to achieve higher graduation rates.	\$101,637

## **INFORMATION TECHNOLOGY**

As our enrollment growth continues, our need for additional Internet bandwidth also increases at a steady rate. And, as an emerging research university, we now rely more heavily than ever before on the ability to collaborate virtually and share large amounts of data with other institutions of higher education via the Internet and Internet-2 (I-2). We needed to identify a cost effective approach to grow our Internet capacity. We have traditionally met this need by inviting telecommunication companies to submit proposals to provide increased Internet circuit capacity and then procuring the additional bandwidth capacity from a provider for a monthly price. Communications providers deliver the increased capacity through point-to-point leased fiber data communications circuits between the Texas State campuses and regional telecommunications centers where we can connect to statewide networks, such as LEARN, and to national and global providers of Internet and I-2 bandwidth. As bandwidth needs increase, the cost increases proportionally, substantially increasing monthly operational costs.

Consolidated Communications Enterprise Services operates a statewide communications network in Texas, and currently has unutilized fiber optic capacity running from Dallas to San Antonio. Consolidated has offered to provide an “exclusive” lease on one of their unused fiber pairs to Texas State as part of a long-term network services agreement. Consolidated will extend their fiber optic network onto the Texas State campus by placing an optical data communications node at STAR Park. This would immediately increase the speed of our Internet and research connections to the Internet and I-2 by a factor of 10, with the ability to scale up to 100 times the speed of our current Internet connection in the future. Specifically, the agreement provides two 10-gigabit circuits to Texas State from STAR Park to Dallas, and from STAR Park to San Antonio for 10 years for a one-time investment. The agreement also provides an option for additional 10-gigabit circuits for a one-time incremental cost far lower than other conventional alternatives, making it possible to incrementally scale the capacity of the network to meet our growing needs without increasing monthly operational costs. Up to eight 10-gigabit circuit uplifts are available over the duration of the agreement. Finally, the agreement provides an option to upgrade directly to 100-gigabit technology, at any point in the 10 year agreement, and extend the term of the agreement to 20 years for an additional fixed one-time investment.

With solidified capacity north and south on the I-35 corridor, we explored options for a protected metro Ethernet ring between STAR Park and the main San Marcos campus. Consolidated proposed to build a fiber-optic network between STAR Park and the main San Marcos campus under a 20 year fiber lease (Dark Fiber IRU). This solution will provide a redundant fiber-optic connection between the San Marcos Campus and STAR Park to guarantee uninterrupted service in the case of a fiber cut, and will also enable additional capacity for providing critical network services between STAR Park and researchers on the San Marcos campus.

We asked Consolidated to propose a scalable solution that provided Texas State the bandwidth that we need now with the ability to grow in the future as our needs change, but also to help Texas State manage those costs. This proposal that is being presented at the May Board of Regents' meeting addresses both needs by providing a long-term network services agreement based on a one time investment, with additional capacity available in the future at fixed incremental costs. We view this agreement with Consolidated Communications Enterprise Services as a strategic opportunity to secure the communications bandwidth that will be required to support continued growth in enrollment and research activity at Texas State University in the coming years.

### **CAMPUS SPECIFIC ITEMS**

Our Entrepreneurial Action Us (Enactus) chapter (previously known as Students in Free Enterprise) was named national champions at the 2014 Enactus U.S. National Exposition held in Cincinnati, Ohio, winning out over a field of regional champion teams representing 233 colleges and universities. Our team now advances to represent the United States at the 2014 Enactus World Cup in Beijing, China, on October 22-24, 2014. This victory marks the third national title for our Enactus team that previously won top honors in 2000 and 2011. The 2000 team went on to win the international championship.

Our American Marketing Association (AMA) chapter swept both International Chapter of the Year and the Case Competition at the American Marketing Association's 36th annual International Collegiate Conference in New Orleans. In the AMA Case Competition, teams developed a marketing plan to re-launch the Hershey Company's Take 5 candy bar. Ten finalists selected from 129 participating universities presented their results to Hershey's judges in New Orleans, and our chapter was chosen as the winner based on their positioning strategy and marketing tactics. In individual honors, our AMA Vice-President of Programming, Ms. Jennifer Klinger, was selected as winner of the AMA EBSCO Marketing Scholar Award.

Dr. Cindy Royal, Associate Professor, School of Journalism and Mass Communication, has been named Journalism and Mass Communication Teacher of the Year by the Scripps Howard Foundation. She will be honored during the keynote session at the Association for Education in Journalism and Mass Communication's annual conference in Montreal, Canada, in August. Dr. Royal specializes in teaching the practical and theoretical concepts of new media teaching Web design and online journalism, and other courses dealing with communication and technology.

Drs. Brenda Boucher, Clinical Assistant Professor; Eric Robertson, Clinical Assistant Professor; Rob Wainner, Associate Professor; and Barbara Sanders, Professor and Chair, Department of Physical Therapy won the Stanford Award for their 2013 article, "'Flipping' Texas State University's Entry-level Physical Therapy Musculoskeletal Curriculum and Implementation of a Hybrid Learning Model," in the *Journal of Physical Therapy Education*. The Stanford Award recognizes the author of a paper "containing the most influential education ideas" published in the journal and was presented at the 2014 Combined Sections meeting of the American Physical Therapy Association, Education Section meeting in early February.

Dr. Donald W. Olson, Professor, Department of Physics, received the 2014 Klopsteg Memorial Lecture Award from The American Association of Physics Teachers (AAPT). This award recognizes educators who have made notable and creative contributions to the teaching of physics and will be presented during the AAPT Summer meeting in Minneapolis where Dr. Olson make a major presentation.

Mr. Christopher Reyes, a senior in the Department of Chemistry and Biochemistry at Texas State University and H-LSAMP scholar, was awarded a National Science Foundation Graduate Research Program Fellowship. Mr. Reyes is scheduled to graduate in May and has been accepted into Duke University's chemistry doctoral program for Fall 2014. Mr. Reyes' selection was based on his outstanding abilities and accomplishments, as well as his potential to contribute to strengthening the vitality of science and engineering in the United States.

Three of our theatre students have advanced as national finalists in the Kennedy Center American College Theatre Festival program, the fourth year in a row that our theatre program has produced at least three Kennedy Center finalists. Graduate playwriting student Jordan Morille is one of four national finalists in the Short Play category for his play, *Speedball*, marking the second consecutive year he has advanced to the national finals. Additionally, his entry in the Full-Length Play category, *Love, Norman*, was named runner-up. Graduate directing and theatrical production student Amelia Bahr is one of eight national finalists after placing first in the SDC Student Directing Initiative category for a scene from *Tartuffe*. Undergraduate Brandon Rosen is one of eight national finalists in lighting design for *Adrift in Macao*. This year's national festival will be held on April 15-19 at the John F. Kennedy Center for the Performing Arts in Washington, D.C. Finalists will take master classes with professional artists, see the work of their peers from across the country, and be eligible for additional awards and professional opportunities.

Mr. Duncan Tonatiuh and Ms. Susan Goldman Rubin were named the Tomás Rivera Mexican American Children's Book Award recipients for works published in 2012-13. The award, established at Texas State University in 1995, is designed to encourage authors, illustrators, and publishers to produce books that authentically reflect the lives of Mexican American children and young adults in the United States. The award will be presented on October 23, 2014, on the Texas State campus with additional events scheduled in cooperation with the Texas Book Festival in Austin.

Dr. David Donnelly, Professor, Department of Physics, was awarded the Robert N. Little Award for Outstanding Contributions to Physics Higher Education in Texas. The Texas Section of the American Association of Physics Teachers presented the award to Dr. Donnelly during its spring meeting in March. The award was initiated in 1976, and since then has only been given 15 times, the last being in 2006.

Bobcat Blend, our student-run composting operation, was honored with the TxSWANA Finest Award for solid waste management for 2013-14. TxSWANA is the Lone Star Chapter of the Solid Waste Association of North America (SWANA). The annual Solid Waste Management Awards are designed to recognize Texas communities and institutions for planning and implementing programs that enhance environmental quality through increased recycling, material recovery and improved methods of managing the collection and disposal of waste and recyclable material.

For the third straight year, our women's golf team earned an at-large berth into the NCAA Tournament. They will compete in the NCAA East Regional hosted by Florida State on May 8-10, 2014. For the year, the Bobcats earned four players on the All-Sun Belt Conference team, the most of any Sun Belt school. Ms. Mara Puisite and Ms. Lejan Lewthwaite were named to the first-team and Ms. Iman Nordin and Ms. Lora Assad were placed on the second-team.

Texas State men's golfer Stuart Smallwood won the Sun Belt Conference Individual Championship at the Grand Bear Golf Course in Biloxi, Mississippi, after leading the tournament from start to finish. With this victory, Mr. Smallwood earns a berth at one of six sites in the NCAA Regional Tournament.

Pole vaulter Logan Cunningham, a three-time All American while at Texas State, achieved the highest height in the world this season with his pole vault performance at the Texas Relays, clearing 5.70 meters (18 feet 8.4 inches). Mr. Cunningham is currently pursuing a professional career in pole vaulting and will continue in competition throughout the end of the season leading up to the 2014 USA Track and Field Outdoor Championships in Sacramento, California, on June 26-29, 2014.



# LAMAR INSTITUTE OF TECHNOLOGY

## President's Report

MAY 2014

### Enrollment

As of the 20<sup>th</sup> Class Day for the Spring 2014 (One 16-Week, one 4-Week, one 12-Week, and Two 8-Week terms) semester, Lamar Institute of Technology enrolled 2,905 Credit students who generated 599,344 Contact Hours and 26,622 Semester Credit Hours (SCH). This represents a 8.5% increase in headcount, a 1.9% increase in Contact Hours, and a 3.7% increase in Semester Credit Hours (SCH) over the previous Certified Spring 2012 semester (n= 2,678 / n= 588,240 / n= 25,665), respectively.

In addition, LIT enrolled 608 non-credit students who generated 25,782 Contact Hours for Quarter 2, 2014 which represents a -8.4% decrease in headcount and a -7.5% decrease in Contact Hours over the previous Quarter 2, 2013, (n= 664 / n= 27,867) respectively.

### Grants

- Lamar Institute of Technology was one of 18 colleges in the state of Texas to be awarded a JET Grant through the Texas Comptroller's Office. The JET Grant is a job-building fund that provides grants to colleges in the state so that they can acquire buildings and buy cutting-edge equipment to better educate Texas' future workforce. The focus is on occupations that are needed by business and technology in the region. LIT received \$103,906 for its Process Operating Technology program. The money will purchase a simulator system, training workbooks and a virtual training environment.
- LIT is working with TOTAL Inc on a TWC Skills Development Fund (SDF) grant of approximately \$500,000.

### SACSCOC

Lamar Institute of Technology submitted its Compliance Certification Report to the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) off-site review team on March 28, 2014 as part of its decennial reaffirmation process with the regional accreditor. A response is expected in May 2014 and a Focused Report & LIT's Quality Enhancement Plan (QEP) will be submitted to the on-site review team in August 2014 with an on-site visit scheduled for October 7-9, 2014. Dr. Robin Hoffman, Vice President at SACSCOC, will be visiting LIT in early June to assist in preparations for the Focused Report, QEP, and on-site visit.

### **Academic Affairs and Workforce Development**

The LIT campus has been busy completing the SACSCOC Compliance Certification Report that was delivered in early April. In addition to the Compliance Certification Report, the Office of Academic Affairs has submitted an Application for an Academic Associate Degree to the Texas Higher Education Coordinating Board (THECB), a Substantive Change Request to offer an Academic Associate Degree to SACSCOC, and Core Curriculum to the THECB. In February LIT was informed by the THECB that the Core Curriculum was approved. LIT is awaiting the results of outstanding applications.

Across campus, programs are addressing the THECB 60 semester credit hour limit for all associate of applied science degrees. Every program on campus must reduce the semester credit hours in a program or request an exemption based on compelling academic reasons. The estimated completion date for the revision of all programs is November 1, 2014.

Through the volunteer efforts of LIT employees, All College Day was conducted Thursday, April 10<sup>th</sup>. The event provides professional development for faculty and staff while providing a forum for employees to network.

The Workforce Development Office is currently without a vice president, however, interviews should be completed by the end of May to identify a leader for the department. The department is currently providing corporate training that includes new hire training for BASF and Lockout/Tagout Training for ExxonMobil. Additional corporate training during the current quarter include CPR training at Region 5 Service Center and a Concealed Handgun Class. Several continuing education courses are scheduled and include SHRM Learning System, Medication Aid, Building Performance Institute Energy Analyst Course and miscellaneous courses at the Best Years Center. The Workforce Development Office has also developed a Facebook page to share information with the community. A Twitter page is under development.

The Workforce Development Office has also visited with the Texas Workforce Solutions, Beaumont Chamber of Commerce, Silsbee Economic Development Corporation, SETX Regional Planning Commission, Nederland Chamber of Commerce, and the Port Arthur Chamber of Commerce to promote LIT Workforce Development.

### **Testing Center**

During the first quarter of 2014, the Testing Center tested a total of 2,203 examinees.

In February 2014, we were notified that we are an approved site for the College Level Exam Preparation™ (CLEP). CLEP is a nationally recognized and rigorous College Board™ assessment. CLEP allows students to demonstrate their mastery of college level material in introductory subjects in order to earn college credit. This facilitates a faster route to graduation and increases retention. The initial set up will be finalized by May 1, 2014 and the exam will become available at that time.

Testing staff continues to research testing opportunities in order to increase services provided to students and the community.

During Spring break in March 2014, an in house HVAC unit was installed in the Testing Center. The unit will ensure that the Testing Center meets the facility requirements of national testing companies, such as Pearson VUE and Prometric.

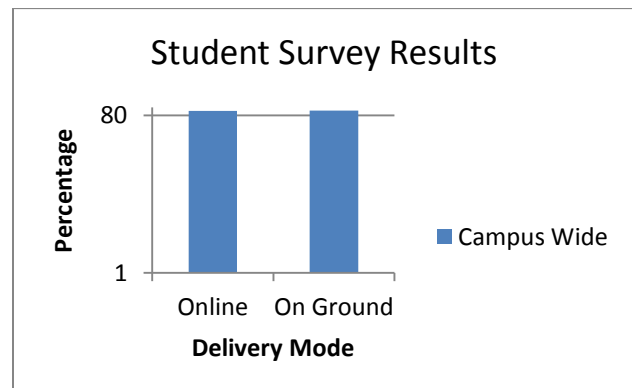
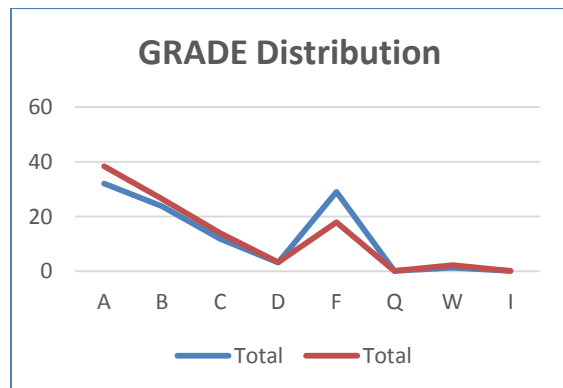
### **Office of Distance Education (Online Learning)**

The Office of Distance Education focus in 2014 was on certifying instructors, ensuring quality of online courses, supporting online instructors and students, and working on the distance education components of the LIT Compliance Certification document.

The Distance Learning Instructor Handbook was updated and approved by the Distance Education Committee, Instructional Council and President's Council. A letter of intent was sent on February 11, 2014 to SACs for approval to offer two more programs >50% online: CIS – Software Applications and Process Operating Technology. Two more instructors were certified as online instructors: Dawn Katz and Nicole Mitchell. One more online course completed the course design review & approval process: SOCI 1301.

The Office of Distance Education offers and coordinates professional development opportunities. During 2014, the following sessions were offered: (1) Blackboard Test, Surveys and Pools; (2) Blackboard Communication Tools: Announcements, mail, messages, calendar, dashboard and chat; (3) Panopto Webinar – New Features; (4) NISOD Webinar - What Faculty Need to Know About Teaching Online: Nine Key Steps; (5) McGraw Hill Webinar – Strategies and Tools for course consistency among Programs with Large Adjunct and Teaching Staff; (6) Blackboard Discussions, Blogs, Journals, and Wikis; and (7) Intermediate Blackboard.

The Office of Distance Education completed an Annual Unit Assessment Report including: (1) comparison of online and on ground grade distribution, (2) a comparison between online and on ground Student Response Survey results. The results are very similar.



### **Allied Health and Sciences Department**

The Allied Health and Sciences Department participated in the SKILLS USA High School Competition, held at LIT on February 21, 2014. The AHSC Annual High School Tour through the Multipurpose Center was held on March 28, 2014. It was very successful, with 139 students in attendance.

## **Occupational Safety and Health**

The Occupational Safety and Health Program has reduced the program's semester credit hours to 60 in order to comply with the credit hour reduction mandated by the Texas Higher Education Coordinating Board. Recently, several area businesses have contacted the Occupational Safety and Health Program about hiring current students and graduates. These are opportunities for entry level jobs in safety for graduates. The summer employment opportunities will provide experience for current students.

The companies that have expressed an interest include: BO-MAC Contractors, Ltd. (Pat Cook, Director of Safety), National Oilwell Varco-XL Systems (Mark Bahnsen, HS&E Mgr. & graduate of the LIT OSHT Program), Port of Beaumont, Seafarers Center, Brandy Dukes, Facility Coordinator & graduate of the LIT OSHT Program), Hagemeyer N.A. (Matt Delaney, Director of Technical Services). In addition, Tamara Laughlin was offered a job with Sage Automation, Inc. during the recent Spring Job Fair & Employer Exhibit. They do not have a safety program and need someone to help them build one. The American Society of Safety Engineers is sponsoring three (3) OSHT students enabling them to attend the 2014 Region III ASSE Leadership Conference in Dallas on March 28, 29, & 30<sup>th</sup>. The three students selected were Lorie Hackler, Lisa Wilkinson, and Tim Trahan. Activities/ presentations included on the agenda are: Leadership, The Value of Certification, OSHA 7845 Recordkeeping Rule Certification Training, Resume Writing Skills and Interviewing Skills, and Mock Interviews.

## **Child Care and Development Program**

The Child Care and Development Program has reduced the program's semester credit hours to 60 in order to comply with the credit hour reduction mandated by the Texas Higher Education Coordinating Board. The program is in discussion with Port Neches ISD Assistant Superintendent of Curriculum and Instruction regarding dual enrollment opportunities.

## **Dental Hygiene**

On March 28, 2014, thirty-three (33) 1<sup>st</sup> and 2<sup>nd</sup> year dental hygiene students provided oral hygiene, dental health education and fluoride varnish to 73 four and five year olds at Bingman Head-Start School. Second year dental hygiene students provided oral health education to various agencies and community organizations in the Golden Triangle area. Dental Hygiene faculty participated in the Lamar Institute Technology Career Night on February 4, 2014.

Dental Hygiene faculty participated in the LIT Annual High School Tour of Allied Health programs at the MPC building.

## **Health Information Technology**

Staci Waldrep was nominated and selected to serve as an Instructional Specialist at the WECM Course Review Workshop this June in Houston. Staci Waldrep and Tena Cobb participated in student recruitments at the following events, Lamar Institute of Technology College and Career Night, Lumberton High School, and the annual Allied Health Tour for High School students.

Staci Waldrep participated in the following professional development webinar hosted by the American Health Information Management Association, on 1/15/2014 VLab and CourseShare Demo and on 1/22/2014 Information Governance Webinar.

Staci Waldrep and Tena Cobb proctored the Medical Terminology and the hand washing competition for the SKILLS USA competition.

Staci Waldrep and Tena Cobb were invited to attend a meeting sponsored by MD Anderson Cancer Center regarding a Clinical Coding Apprenticeship Program they have implemented. If chosen, applicants will be employees of MD Anderson while participating in the program. This is a great employment opportunity for the graduates of the HIT Program.

The LIT Health Information Technology Program is participating in the Texas State University Technical and Occupational Preparation for Health Information Technology Project, funded by the Texas Higher Education Coordinating Board Minority Health Research and Education Grant Program.

Approximately 50% of Health Information Technology programs in Texas are reducing their program hours to 60 semester credit hours. In order to remain competitive, the HIT program at LIT is reducing their hours to 60.

### **Nurse Aide**

Dual enrollment Nurse Aide classes are being taught at Central Medical Magnet High School this semester. Tonia Johnson judged the High School Skills USA competition in three categories of Basic Healthcare Skills, Nurse Assisting, and Practical Nursing on 2/21/14. She attended a recruitment program at Lumberton High School 2/28/14. On 2/28/14, the Nurse Aide program had a successful site visit with no deficiencies. Tonia attended the annual Beaumont Dementia conference on 3/28/14.

### **Radiology**

The Radiologic Technology Program has just completed a self-study for the Joint Review Committee on Education in Radiologic Technology, with the site visit projected to occur in November, 2014. The Radiology Program is hosting its biannual continuing education seminar on April 5, 2014. The Program has added another clinical affiliate. Students will begin rotating through Victory Medical Center for surgical observation beginning Summer 2014.

### **Respiratory Care**

The Respiratory Care Program has a pass rate of 89% on the Certification Exam, and a job placement rate of 83%. Stacy Taylor, Respiratory Care instructor, sponsored a group of Respiratory Care students for the SKILLS USA Competition. The students won several gold, silver, and bronze medals.

### **Sonography**

The Diagnostic Medical Sonography Program was granted continuing accreditation in November, 2013. The Diagnostic Cardiac Sonography Program was granted initial accreditation in January, 2014. The DMS and DCS Programs are submitting a request for exemption from the 60 semester credit hour reduction mandated by the Texas Higher Education Coordinating Board.

Diagnostic Medical Sonography had ten graduates in December, 2013. At this time, four have passed their credentialing exam. One of the graduates is employed as a Medical Sonographer. Diagnostic Cardiac Sonography had six graduates in December, 2013. At this time, two have passed their credentialing exam. One of the graduates is employed as a Cardiac Sonographer in the area.

### **Business Technologies Department**

The Computer Networking and Troubleshooting program (CNTT) participated in the SKILLS USA High School Competition, held at LIT on February 21, 2014. Seventeen area high school students participated in 3 contests: Telecommunications Cabling, Computer Maintenance, and Internetworking (Cisco).

CNTT Program Director Lauri Arnold attended a recruiting event at BISD's Central High School on March 25<sup>th</sup>. On March 26<sup>th</sup> she also attended an all-day Microsoft training seminar in Houston Texas.

Management Development Program Director, Kara Booth, attended the TCCTA convention in February.

Management Development Professor Ira Wilsker also attended the TCCTA convention in February and was re-elected president of the Texas Community College Management Educators' Association (TCCMEA) for another 2-year term. Mr. Wilsker also attended the recruiting event at Central High School.

Computer Information Systems (CIS) Professors Angela Hill and Josh McNamara represented LIT at BISD's Central Medical Magnet Career day on March 25<sup>th</sup>.

Linda Stoudemayer attended a webinar on MyITLAB for Office 2013 on January 7, 2014 to prepare for the new semester and get information on new updates. She also participated in a webinar on "My MIS Lab: Getting Started to learn best practices" and attended the LIT Spring Job Fair & Employer Exhibit, March 20, 2014, along with her student interns, to meet with companies to learn about job opportunities for our students.

### **General Education and Developmental Studies Department**

The General Education and Development Studies Department's focus for the first quarter of 2014 has focused on advising training, assessment, and Professional Development.

The application for a new Associate of Arts degree was submitted to the Texas Higher Education Coordinating Board in February, along with the Substantive Change Prospectus to SACSCOC. All full-time GEDs faculty attended an advising training for this new degree on March 28, 2014. Although faculty have experience assisting other departments with advising, this new degree will require a new level of involvement in the advising process.

In addition to advising, faculty will be attending upcoming trainings on assessment and implementing the Core Objectives, LIT Rubrics and Common Assignments in classes. This training will include faculty from other departments who are teaching General Education Courses within the Core and Associate of Arts degree.

The existing Developmental Education Plan was revised in January 2014, presented to the Developmental Education Committee and Instructional Committee for approval in February with final approval from President's Council in March. This plan was developed with Student Services staff, Developmental Education instructors and the Dean of Instruction. The new plan adds a Developmental Education Contract for students to sign. The purpose of this contract is to ensure that students understand their role in being successful in class.

Also in Developmental Education, all Jump Start (Non-Course Based Option) classes were approved to begin offering online starting Fall 2014. Faculty are currently working on developing those courses for review this summer. Both the Math Coordinator and the INRW Coordinator are Online Developers through LIT's online certification program.

The Annual Unit Plan and Assessment of last year's Unit Plan for GEDS and the PASS Program were completed in March 2014.

Michelle Davis, Department Chair, was involved in the SACSCOC Compliance Certification as member of the LIT Leadership Team.

General Education and Developmental Studies' faculty are encouraged to find opportunities for continuing their own education, professional development and community involvement.

- Dawn Katz, Speech Instructor, was accepted into the Doctorate of Education program in the area of Educational Leadership at Lamar University. She began classes in January.
- Michelle Davis was accepted in the Doctorate of Education program in the area of Curriculum Instruction- Learning, Design and Technology at the University of Houston. She began classes in January.
- Rita McClelland, INRW Coordinator, continues to work on her Doctorate of Education through the University of Houston.
- Bill Sizemore, English & Humanities Instructor was recently accepted into a PhD program in Learning Technologies through University of North Texas and will begin classes Summer 2014.
- Bill Sizemore and Michelle Davis attended the Texas A&M Annual Assessment Conference in February. In addition to attending, Bill was a co-presenter for a seminar entitled "There's No Crying in Assessment: Covering the Three Bases and Scoring a Home run in Distance Learning."
- Dr. Leigh Smith, College Success Skills Coordinator, presented a paper at the Southwest Education Research Conference in February.
- Michelle Davis attended a one-day Math event sponsored by McGraw-Hill in February.
- Widad Abedelwahab attended a webinar on "The National Trends in Collegiate Mathematics" in January.
- Emily Rueda, Alfred de la Rosa, Widad Abedelwahab, and mathematics instructors, and Lyn Brown, English and DORI instructor, attended the Texas Community College Teaching Association conference in February. The annual conference was held in San Antonio.
- David Hooker continues involvement with Community Theater being cast as Professor Alexander Serebrykov in Anton Chekhov's "Uncle Vanya". As an instructor of English and Humanities, David's involvement in Community Theater is a source of pride for this department.

## **Public Service and Safety Department**

### **Emergency Medical Services**

The EMS program is scheduled to have a CoAEMSP site visit on July 7<sup>th</sup> and 8<sup>th</sup>, 2014. This will allow for students to sit for the NREMT exam at the paramedic level.

Allen Welch participated in LIT's College and Career Night on February 4, 2014 and promoted Lamar Institute of Technology and the EMS program at the Leadership Beaumont presentation that was made at LIT on March 6, 2014.

### **Homeland Security and Criminal Justice**

Nicole Mitchell completed the Online Instructor Certification process.

Nicole Mitchell, Tom Noyola, and Ken Mason participated in LIT's College and Career Night on February 4, 2014. Nicole Mitchell and Tom Noyola promoted Lamar Institute of Technology and the Homeland Security and Criminal Justice programs during career day at Central High School on March 25, 2014. Nicole Mitchell promoted Lamar Institute of Technology and the Homeland Security and Criminal Justice programs during career day at Memorial High School on March 28, 2014.

Ken Mason completed the renewal requirements for the Texas Skills Standards Board (TSSB) recognition of Lamar Institute of Technology's Homeland Security Crime Scene Technician Associate of Applied Science program. Texas Skills Standards Board (TSSB) recognition of Lamar Institute of Technology's Homeland Security Associate of Applied Science program was also renewed.

Tom Noyola was the faculty advisor for the SkillsUSA Crime Scene Search team from LIT at the state competition in San Antonio. The team received a gold medal. Dennis White, Nicole Mitchell, and Ken Mason helped Tom prepare the team for the competition.

### **Regional Fire Academy**

John Randall participated in LIT's College and Career Night on February 4, 2014. He also promoted Lamar Institute of Technology and the Regional Fire Academy during career day at Central High School on March 25, 2014 as well as to a group of high school students from throughout the area that were taking a tour of the Allied Health programs in the Multipurpose Center on March 28, 2014.

The Regional Fire Academy completed an inspection with the Texas Commission on Fire Protection.

### **Regional Police Academy**

Ken Mason promoted Lamar Institute of Technology and the Regional Police Academy program at the Leadership Beaumont presentation that was made at LIT on March 6, 2014. He also promoted Lamar Institute of Technology and the Regional Police Academy to a group of high school students from throughout the area that were taking a tour of the Allied Health programs in the Multipurpose Center on March 28, 2014.

In addition to the Basic Police Cadet class, the Regional Police Academy has reported 51 classes since January 1<sup>st</sup>, which accounted for 731 trainees and 8,471 contact hours. These classes



included training such as Kinesic Interview Phase III by Stan Walters and Leadership, Performance & Management Phase III by Bill Westfall.

The Regional Police Academy completed an audit with the Texas Commission on Law Enforcement on January 21, 2014.

### **Technology Department**

Four programs, Welding, Industrial Mechanics, HVAC and Diesel all hosted tours of their new facilities to members of Leadership Beaumont in February. Approximately 40 persons from the community were able to visit LIT and see the newest facilities we have in these areas.

The Technology department received a donation to set up an endowed scholarship from Valero for \$100,000. We also received a \$36,000 donation from Chevron Phillips Pipeline to purchase equipment for our laboratories in the Process and Instrumentation programs.

### **Welding**

Welding has received a new Torchmate CNC Plasma Table and cutter. This is the state of the art machinery in the industry which allows for multiple precision cut parts to be used in assemblies. We are proud to be able to offer this training to our students.

### **Process Operating**

The department received the JET Grant for Process Technology in the amount of \$103,906. This money will go to replacing the DEXTER simulation program with the Simtronics Dynamic Simulator System and Virtual Training Environment. This will be used through all four semesters by our students and will allow them to learn about the interrelationship of equipment, learn instrument control schemes, practice process control, and troubleshoot processes.

The department received a donation of the Williams Learning Network Interactive Operations Training Program DVD Library from Huntsman Corporation. This donation consists of 30 DVD's that cover boilers, distillation, pumps, valves, instrumentation and control and plant science. Once reviewed, they will be integrated into the curriculum where appropriate and will be another tool in helping our students learn the knowledge required for plant employment.

We have had instructors attend 4 recruiting opportunities: LIT College Night 2/4, Silsbee Career Fair 2/19, Warren HS Career Seminar 3/6 and Central Career Day 3/25.

### **SkillsUSA**

(High School) In February, several area High Schools came to LIT and participated in their District 7 SkillsUSA Leadership Conference. Over 350 students from Lufkin to Winnie and College Station all came to Beaumont to test their skills in their respective areas. One of the newest areas that we were able to offer facilities for the students to compete in was in the Health Sciences for contests such as Nursing, and Medical Assisting.

(College) In March, LIT took 40 students to the Texas Post-Secondary SkillsUSA State Leadership conference. LIT students from all departments competed against 15 other 2-year technical schools from across the state. LIT had contestants in 20 different contests and brought home medals in 19 of these events. A total of 39 medals that were brought home to Beaumont, LIT students earned 14 Gold, 7 Silver and 12 Bronze.

The students who won Gold Medals are now qualified to go to Kansas City, MO in June to compete at the National competitions against the Gold Medal winners from across the nation as well as the US Commonwealths. For more information about SkillsUSA go to [www.SkillsUSA.org](http://www.SkillsUSA.org)

### **Student Services**

The entire department has been actively involved in SACS recertification.

A new Scholarship software was implemented this year and we spent the last two months training members of the scholarship committee to use the software.

We have been taking part in a Student Service Fee Audit conducted by the TSUS System Auditor.

### **Student Activities**

Student Activities had another busy and successful quarter. LIT students participated in the Beaumont MLK parade on January 18, 2014.

LIT Student Government once again entered a float in the 2014 Mardi Gras Parade in Port Arthur Texas. In addition, students manned a water station for the Gusher Marathon on March 8, 2014.

The SGA provided community service and fund raising opportunities to the LIT student organizations. We participated in the MDA Muscle Walk and in the Beaumont Trash Off and Texas Adopt-A-Beach Spring Clean Up on April 27, 2014.

LIT hosted its 2<sup>nd</sup> annual Job Fair at the MPC on March 20, 2014. We had approximately 36 employers participate representing every major offered at LIT. Over 250 students participated in the event.

We held our first day-long student leadership day on April 8, 2014 at the MPC. The event consisted of workshops on: Communication, Team Building and Planning and Goal Setting. The event was a huge success with over 150 students and faculty members participating.

The SGA Awards Banquet is scheduled for May 1, 2014.

### **Veteran Support**

The "self-identified" Veteran population on the LIT campus has increased to approximately 250 students and dependents receiving various forms of VA benefits.

## **Recruitment**

LIT hosted its first annual College and Career night on February 20, 2014. We hosted over 150 participants.

The recruitment office has six new student orientation sessions scheduled for this summer, as well as the implementation of the on-line orientation implemented this spring.

## **FOUNDATION**

A meeting was held on March 13<sup>th</sup> with Vicki Derese and Chevron Phillips Chemical Company human resources manager to finalize the summer internship for their scholarship program. On March 18, Greg Gentry, vice president and general manager at Valero presented a \$50,000 donation as the first half of a \$100,000 endowment donation.

On March 20, a meeting was held with Karen DeBose organizational capability manager, and Mary O'Neill, Pipeline University advisor from Chevron Pipe Line to receive a \$34,600 donation to purchase instrumentation and process operating equipment. The establishment of an internship program was discussed.

The foundation staff participated in LIT Black History programs, meetings with all Texas Senate District 4 candidates: State Representative Brandon Creighton, Gordy Bunch, State Representative Steve Toth, and retired State Representative Michael Galloway.

Staff met with Texas Ninth Court of Appeals Justices Steve McKeithen, Charles Kreger, Hollis Horton and Leanne Johnson. They attended the Family Services Luncheon, neighborhood church fundraisers, and the Beaumont Chamber of Commerce Business Expo Luncheon.

LIT Foundation is reviewing proposals from four investment firms. A new accounting procedures manual and document retention policy have been adopted. The Foundation annual insurance policy has been renewed. A committee on directors meeting was held to review current board members and new board member proposals.

234 scholarships were distributed in Fall 2013 - Spring 2014 semesters. Total distribution amount \$220,659.18. 7 Accounting Technology; 4 Advanced Engine Technology; 12 Child Care; 9 Computer Drafting; 5 Computer Network Troubleshooting; 13 Dental Hygiene; 1 Diagnostic Medical Sonography; 3 Emergency Medical Services; 2 Health Information Technology; 1 Heating Vent and Air Conditioning; 5 Homeland Security Criminology; 3 Industrial Mechanics; 47 Instrumentation; 11 Business Management Development; 12 Office Technology; 58 Process Operating; 17 Radiology; 4 Real Estate; 3 Respiratory Care; and 16 Welding.

A new matching grant scholarship program is being established with the Creative Corrections Education Foundation for the benefit of students whose parent or guardian has been incarcerated or is on parole.

## President's Report

Four Keumpel scholarship applications were submitted to the Texas State University System Foundation. A new scholarship is being established in memory of Jonathan Wolfe, VP Finance and Operations. Plans are being made for the October 16 Scholarship Banquet.

Meetings have been held with the P.E.O. organization; Jerry Vandervoort, project executive, Spaw Glass; Kappa Alpha Theta alumni and Capital One Wealth Management Group representatives from Houston and New York.

Training events attended include the February 13 CASE District IV conference for community college foundations and multiple biweekly NextGen scholarship software training sessions.

The website, outdoor kiosk and connect-ed messaging system were used to publicize the LIT Shoot-Out event, scholarship opportunities and major donations received from Valero and Chevron Pipe Line.

Printed reminders were distributed to all employees about the Kroger donation program.

TouchNet or comparable donor software upgrades are still needed for Foundation and Development office growth.

The LIT Shoot-Out event was held Saturday, April 5. Proceeds will benefit students enrolled in all departments. Over 100 volunteers participated in the event. Donors to the event include: Action Restoration, AGC of Southeast Texas, APAC, Aztec Marine, BASF TOTAL, The Brock Group, Chevron Phillips, Coastal Welding, Cureton & Son, Deep South Crane, DME Industrial, Earth Analytical Sciences,

Echo Maintenance, Education First, ExxonMobil, Flowserve, Floyd's Cajun Seafood, Golden Pass LNG, Gulf Coast Fabricators, Jean and Gus McFaddin, Heatex Industries, Howell Furniture Gallery, Hydro Consultants, IBEW Local 497, Inotek, Insultherm, ISC Constructors, KUSA Aviation, LaBiche Architectural Group, Leak Sealers, Liberty Golf Cars, The Modern Group, Motiva, Munro's Cleaners, Ohmstede Inc., Orgain Bell & Tucker, Oxbow Calcining, Pala Interstate, Port Arthur Stem Energy, Provost Umphrey Law Fire, Quality Mat Company, Repcon, Dr. Rick Weaver DDS, Scallon Controls, Signature Industrial Services, Total Petrochemicals, Trinity Industrial Services, Triple S. Industrial Turnaround Welding Services, Valero and White Tire Supply. Funds are still coming in. Expenses have not been finalized. Gross proceeds to date are \$233,617.71. 172.; \$189,283 in cash contributions, and over \$44,334.71 in in-kind donations were received.

During the fiscal year 9/1/12-8/31/13, \$858,659 was raised--\$467,847 by the Foundation and \$390,812 by the Development office.

## President's Report

From January 15, 2014 through April 9, 2014, the Foundation received 138 donations totaling \$193,055.69 and the Development office received 12 donations totaling \$31,080. In addition, \$30,499.15 was received through forty in-kind donations.

Donations valued at over \$5,000 are listed below:

\$5,320 was received January 22, 2014 from Jean and Gus McFaddin for a Gold Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$5,000.00 was received February 5, 2014 from BASF TOTAL Petrochemicals LLC for scholarship distributions in the Fall 2014 semester to students in instrumentation or process operating technology.

\$5,000.00 was received February 5, 2014 from BASF TOTAL Petrochemicals LLC for a Gold Sponsorship of the LIT Shoot-Out event and its endowment which provides scholarships to students in all programs.

\$6,000.00 was received February 6, 2014 from the Wilton and Effie Mae Hebert Foundation for scholarship distributions in the Fall 2014 semester to students pursuing a two-year associate degree, a certificate of completion in law enforcement, or a certificate in fire protection technology.

\$50,000.00 was received March 18, 2014 from Valero to establish the Valero Scholarship Endowment for the benefit of students in Welding, Process Operating, Instrumentation, Industrial Mechanics, Computer Drafting and Occupational Safety & Health programs.

\$34,600.00 was received March 20, 2014 from Chevron Pipe Line to purchase \$25,515 in instrumentation equipment and \$9,085 in process operating equipment.

\$5,640.00 Zoli 20 gauge over and under field grade shotgun in-kind donation was received April 5, 2014 from Zoli USA for the benefit of the LIT Shoot-Out event.



**LAMAR STATE COLLEGE-ORANGE  
PRESIDENT'S BRIEFING  
TSUS BOARD OF REGENTS  
May 22-23, 2014**

## **CAPITAL PROJECTS**

The purchase of property approved at the last Board meeting has been completed and the residential structures on that property are being demolished. The Lamar State College – Orange Foundation has entered into negotiations with other property owners in that same city block regarding the possible purchase of those tracts. These properties are important to the growth projected in our campus master plan.

The college has engaged the services of Facilities Planning, Inc. to do architectural programming for a multi-purpose building that will be part of our tuition revenue bond request for the next legislative session. This building would be located across from the new Nursing and Classroom Building.

## **ENROLLMENT**

Enrollment for the Summer and Fall terms has begun, but it is too early to know if the trend in student numbers will be up or down. We have increased our marketing efforts and have made scheduling changes that better suit the needs of our students. The most noticeable change is an increase in the number of Monday/Wednesday classes. The majority of our students work either full or part-time, and this adjustment allows them to build class schedules that leave their Fridays free. It also gives us an opportunity to offer some one day classes that will meet on Friday.

## **PLANNING/BUDGETING**

The campus submitted the required Compliance Report to the SACS Commission on Colleges and is awaiting the results of their review. During the course of preparing that report, we determined that our planning process had become cumbersome and less efficient. We have engaged a consultant to assist in reviewing and modify that process. Our planning and budgeting cycle for the next fiscal year is underway. I anticipate another “lean” year and have asked all departments to look for further cost savings.

## **INSTITUTIONAL DEVELOPMENT**

The Lamar State College-Orange Foundation held its annual fundraiser at the Brown Estate on April 12. Preliminary figures indicate that the event raised approximately \$35,000 for scholarship support.

## CAMPUS SPECIFIC ITEMS

- The SACS Commission on Colleges requires as part of our reaffirmation process that we develop a Quality Enhancement Plan (QEP). This plan must focus on improving educational quality and student learning. Our QEP concentrates on enhancing reading skills as a vehicle for improving classroom success, student retention, and graduation rates. This topic was selected after testing revealed that reading skills varied widely among our students. Our QEP design team has labeled this initiative as Reading Is Simply Everything (RISE) and is developing strategies for implementing a program. The program will require a greater emphasis upon reading skills in course design and will utilize tutoring teams to work with individual students.
- In an effort to improve employment prospects for students, the campus hosted a career/job fair that highlighted job opportunities in Orange County. Over thirty employers were represented. Students had an opportunity to visit with these employers, discuss the skills/programs that they needed to qualify for hiring, and present their applications and resumes.
- The college finalized a Skills Development Fund grant from the Texas Workforce Commission. The grant totals \$728,937 and will cover training for approximately 500 workers at the DuPont facility in Orange.
- The search for a candidate to replace our retiring VPAA, Dr. Joe Kirkland, is progressing. I hope to be able to make an announcement by the time of the May Board meeting.



**LAMAR STATE COLLEGE-PORT ARTHUR  
PRESIDENT'S BRIEFING  
FOR THE BOARD OF REGENTS MEETING  
May 2014**

**PLANNING**

Lamar State College-Port Arthur and Port Arthur ISD (PAISD) partnered to submit a grant application to the Coordinating Board in March for the purpose of funding an "Early College High School (ECHS)." If funded, the ECHS would be located across the street from the college campus in PAISD's Woodrow Wilson School. The emphasis of the school would be career and technical education. Students would begin taking classes at the ECHS in the 9<sup>th</sup> grade and by the time of graduation would have an opportunity to earn an associate of applied science degree at the same time as a high school diploma. The request was for \$6.7 million over 2 years, with the majority going to remodeling the building, but other funds would be designated for equipment, utilities, faculty and staff salaries, and college tuition. The proposal calls for the ISD to be responsible for teaching high school courses while the College would offer the technical programs and general education courses required for the associate degrees. If funded, classes will begin in fall 2015 with an eventual capacity of 400 students.

The College continues to move forward with planning for its first residence hall. An informational meeting with potential contractors was held in February 2014. In March, College and System Office staff met with the 2 companies that submitted statements of interest—The ITEX Group, LLC of Port Arthur and SERVITAS of Irving—to discuss the time line and the requirements for a proposal. College and TSUS staff met again with the 2 companies on April 17, at which time the entities made a formal presentation regarding all aspects of the project.

The Lamar State College-Port Arthur Paralegal Program is 1 of 6 associate degree programs in Texas that are approved by the American Bar Association. Approval is granted for 7 years. The program is due for re-approval in 2015. The program submitted a self-study in May 2013 that involved faculty, staff, former students, and the legal community. The College has been notified that the self-study was acceptable and that the ABA will dispatch a committee to the campus September 24-25, 2014, for an on-site review.

Lamar-Port Arthur is working with the Port Arthur ISD to expand high school co-enrollment into career and technical education. Beginning in fall 2015 LSC-PA will offer college credit courses in drafting and welding at Memorial High School. Students can earn 20-semester hour certificates in either discipline at the end of 2 years of study and, following high school graduation, apply the coursework to associate degrees in the same fields at the College.

In 2011, the scope of the Inmate Education Program was reduced due to state budget cuts. Instruction at the LeBlanc Unit was eliminated and programming at the Stiles Unit was limited to students pursuing Associate of Applied Science degrees in Automotive Mechanics and Heating and Air Conditioning Technology (i.e. no students pursuing associate degree with the intent to transfer). The Texas Department of Criminal Justice has restored some of the funding effective this spring. In June, the College will begin enrolling students into a substance abuse counseling certificate program at LeBlanc and students into the Associate of Arts in Academic Studies degree plan at Stiles.

The deans and department chairs are reducing the length of the associate degree plans to conform to the SB 497 requirement limiting the length of associate degrees to 60 semester credit hours unless the institution determines that a compelling academic reason exists for requiring additional semester credit hours. All degree plans must be reduced to 60 semester credit hours or receive formal approval from the Texas Higher Education Coordinating Board for additional semester hours prior to the fall 2015 semester.



All of the academic degrees have been reduced and are being submitted to the Board of Regents for approval in May. The technical programs are taking longer because of advisory committee involvement and the need to meet the requirements of external licensing and accreditation agencies and organizations, although reductions in semester hours for 4 technical education degree plans are included in the Board agenda. The Coordinating Board has a provision for approving degree curricula that are shorter than 60 semester hours, but the Southern Association of College and Schools has a 60-hour minimum, so there are few opportunities for flexibility.

Computer Information Systems instructor Zach Mills has been selected to attend the Texas Community College Teachers Association's *Great Teaching Roundup* this summer.

College staff members are reviewing the *Disaster Response and Recovery Plan* to determine if any changes should be made or additional procedures included in the document prior to the beginning of hurricane season (June 1, 2014). The Disaster Recovery Committee met on May 8.

The College completed upgrades to Martin Field, the softball playing field, funded by a grant of \$110,000 from the City of Port Arthur. Additional local contributions matched the City funds making the total improvements worth \$203,000.

### **RECRUITMENT AND RETENTION**

Since the month of February, the Admissions Advisors and the Financial Aid Advisors have made a variety of presentations, throughout the region, regarding admission, degree/training, financial aid and scholarship offerings. The recruiting team made presentations at Memorial High School, Nederland High School, Port Neches-Groves High School, and Hamshire-Fannett High School. The team participated at the Hardin-Jefferson High School and Ozen High School College Day programs. The team made co-enrollment presentations to students at Nederland High School and Memorial High School. They also participated in the Nederland High School interview seminar. The team presented information at the Workforce Youth Career Fair and the Wheatley Elementary School Job Resource Fair. Hispanic Information Night was featured during the spring semester to reach out to the Hispanic students and parents across the community.

The Financial Aid staff presented at the Financial Aid Nights at West Brook High School, Central High School and Memorial High School. Our Financial Aid staff continues to work on closing the spring awarding process for the school year of 2014-15 and is preparing for summer awarding. Once decisions have been finalized at both the State and Federal levels regarding the particulars and of the availability of grants, loans and scholarships for students, the awarding process will move forward.

Advising for the Summer I, II and Fall 2014 semesters began March 31, while registration began April 7.

### **INSTITUTIONAL DEVELOPMENT**

Since the last report, the College has received the following gifts and donations:

\$7,500	from Henry D. Flanagan for the Jane Goins-Flanagan Scholarship Fund
\$5,000	from Leroy and Gloria Broussard to establish the Golden Triangle Cajun Association Scholarship Fund
\$25,000	from Southeast Texas Plant Managers' Forum for the Port Arthur Industrial Group (PAIG) Co-enrollment Scholarships
\$5,000	from K. T. Akbari in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$5,000	from the Wilton & Effie Mae Hebert Foundation in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
\$7,500	from BASF TOTAL Petrochemicals LLC in support of the 11 <sup>th</sup> Annual Gulf Coast Gala
Gifts-in-kind:	
\$12,000	equipment used in industry from M&I Industries, Inc. to the Electronics & Instrumentation Technology Department

## **INFORMATION TECHNOLOGY SERVICES**

Significant effort and time was directed towards the following primary areas in January-March 2014: Implementation of a new information security management framework continues with reviewing, evaluating, and documenting all relevant IT processes.

Investigation of the viability and feasibility of upgrading the campus servers' infrastructure to Windows 2012 Operating System.

### **Systems, Networking, and Telecommunications**

Information Technology Services continues to implement a newly-developed information security framework. IT Services will implement strategies and solutions based on these standards. The standards will be reviewed and re-approved annually. Few items remain to achieve 100% compliance and are due to be completed by August 2014

IT Services continues to update the Standard Operating Procedures (SOP) manual. The SOP manual contains all pertinent departmental guidelines and procedures necessary for year-round operations. The manual is complete and will be updated regularly as necessary.

IT Services continues to upgrade and re-evaluate data storage and server infrastructure in conjunction with other TSUS institutions. TSUS institutions participated in a technical workshop related to data storage to discuss the viability and feasibility of shared services that would allow for enhanced data backup and retrieval strategies. The technical team reported to the CIO counsel in January 2014. The project will be discussed in May 2014.

Upgrading to the Windows 2012 server platform is underway. 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. Upgrading to the new 2012 platform will continue throughout the year.

By leveraging its partnership with Microsoft and its offering of Office 365 cloud services, LSC-PA was able to complete an agreement that offers all currently enrolled LSC-PA students a no-cost Office 2013 Suite for up to 5 devices per student. The offering to the students is also without cost to the College.

IT Services is conducting a network-based risk assessment and in the process of implementing additional security measures to strengthen our ability to combat cyber-attacks. One of the measures that were taken in the first quarter was "DHCP Snooping Prevention". DHCP Snooping prevention allows the IT Services department to control which systems are authorized to provide IP addresses to LSC-PA computers. This security feature should eliminate the potential of a rogue DHCP server from providing IP addresses. Absence of such feature, a rogue DHCP server has the potential of routing network traffic of the affected computer to that rogue service where captured data can later be analyzed and parsed for personally-identifiable and other private information.

Between January 1, 2014, and March 31, 2014, the Systems, Networking and Telecom area received approximately 1,451 work orders and completed 1,428 totaling 353 employee hours. Student computer password/account support assistance accounted for 1,111 of the 1,451 service requests.

### **Information Services**

Twenty-eight Ellucian and TCC upgrades/patches were installed in production across all Banner modules.

Institutional Research worked with all departments having reporting requirements for the period to get the reports completed and submitted on time. Data inconsistencies were identified and corrected. IR and IT Services are developing local programs to generate annual IPEDS data.

Institutional Research with the cooperation of the Vice President for Academic Affairs Division completed the required Gainful Employment web-based project implementation and posting.

Between January 1, 2014, and March 31, 2014, Information Services completed 148 work orders for a total of 312 employee hours with another 74 work orders in progress. During the quarter 134 new requests for service were received.

### **DISTANCE LEARNING**

The Distance Learning Coordinator worked with the Director of Assessment and Research to develop a survey of student satisfaction in online courses that is administered within the Blackboard Learn Course Management System. Previous survey attempts of online students used external systems and have resulted in very low response rates. New features and tools with the Blackboard system allow surveys to be taken while the student is logged-in to their course. The resulting overall response rate for the survey was 28%. The results for individual courses are being distributed to the departments and instructors.

The Distance Learning Coordinator has identified the remaining campus classrooms that lack standard technology tools for the instructor. The tools, such as personal computers, ELMOs, and projectors will be purchased and added to the classrooms this spring.

At the Distance Learning and Classroom Technology Advisory committee fall 2013 meeting, the committee discussed splitting into two separate committees. Accordingly, the committee has been split into a Distance Learning Advisory Committee and a Classroom Technology Committee. Each committee has elected a faculty member to serve as the Chairperson. The Distance Learning Coordinator is an ex officio member of each committee. Faculty and staff members of the Distance Learning and Classroom Technology Advisory Committee were assigned to the new committees according to their preference for serving on the committees.

A face-to-face workshop course for training faculty on Respondus LockDown Browser was offered by the Distance Learning Coordinator. Faculty members learned to apply the LockDown Browser to their exams within the Blackboard system.

### **CAMPUS SPECIFIC ITEMS**

July 4	July 4 City Celebration
July 17	New Student Orientation
July 18-20	Summer Musical Production- <i>The Producers</i>
July 25-27	Summer Musical Production- <i>The Producers</i>
August 1-2	Summer Musical Production- <i>The Producers</i>
August 7	New Student Orientation
August 15	Commencement

## APPENDIX – Student Advisory Board Response

## MEMORANDUM

TO: Student Advisory Board Members

FROM: Brian McCall, Ph.D. - Chancellor

RE: Response to February 28, 2014, report to the Board of Regents

This memorandum responds to your February 28, 2014, report to the Board of Regents. The System Office compiled this report with assistance from the component institutions. The topics included in your report to the Board of Regents, and the System's responses, are listed below.

### **Community Outreach**

The Texas State University System and its components have long been committed to public service, and your efforts as students leaders are helping to continue this tradition. The Board of Regents and I thank you and your fellow students for organizing public service projects in your respective communities. These projects reflect well our System's values, but, more importantly, address important, concrete needs in the communities we serve.

### **Class Scheduling Conflicts**

Vice Chancellor Perry Moore will work with the provosts and vice presidents for academic affairs at our component institutions to ensure that courses required for graduation, for which there are no alternatives, should be offered in a timely fashion. Dr. Moore will emphasize that if such courses are offered only once in a calendar year, extreme care should be taken when changing the semester in which the course has been traditionally offered.

### **Emergency Notification Systems**

Our component institutions are working to accommodate the broadest possible distribution of weather- and emergency-related communications through their existing emergency alert systems. House Bill 2758, passed during the 82<sup>nd</sup> Legislative Session, requires higher education institutions within Texas to obtain the e-mails or telephone numbers of all students so that they can be contacted in the event of an emergency. This bill allows students to opt out of the alert system if they wish. Technical issues with some of our components' emergency alert systems have delayed full participation in this bill, but components are working diligently to with vendors to correct the issues and achieve full participation.

### **Conclusion**

In response to the Student Advisory Board's November 8, 2013, report regarding online course materials, Mr. Bill Angrove, director of online education for the System, has produced a Best Practices document (attached) that will be distributed to faculty at each component institution with the goal of ensuring that online materials compliment, rather than complicate, classroom learning.

# Best Practices for working with Publisher Content

Publisher Content presents faculty with a variety of media-rich choices for the rapid development of courses in the online or face-to-face environment, yet there are effective practices that instructors can utilize to further ensure the success of their students. The purpose of this document is to present eight best practices that play a critical role in the management of Publisher Content.

- 1. Best Practice: Choose content that aligns to course objectives**  
Start out by carefully seeking out Publisher Content that best aligns with the objectives of your course.
- 2. Best Practice: Drill down Publisher Content**  
Some Publisher Content is extensive, and not all of the provided digital assets need to be integrated or used in your course. In fact, some Publishers create 5 times the amount of content needed for a 16-week class, and it's not uncommon for Publishers to provide you with test banks containing upwards of five-thousand test questions! Much like selecting the chapters from a textbook, so your role in this critical step is to select which resources you will use. It is important at this juncture to use only the material you will need and select content & activities that will diversify learning for your students.
- 3. Best Practice: Add interactivity**  
Once you beef up your course with rich publisher content, be sure to create opportunities that will provide student-to-student interaction and student-to-instructor engagement.
- 4. Best Practice: Provide knowledge checks for your learner along the way**  
There will be no shortage of assessment activities if you elect to use Publisher Content in your course. Your role then, is to be sure to select both, Formative and Summative assessment measures that may be integrated frequently and strategically throughout your course content.
- 5. Best Practice: Provide ample feedback**  
Be intentional about selecting key junctures in your course where students may ask questions, receive feedback and stay on track.
- 6. Best Practice: Be present**  
Remember that a number of your students selected to take the course with you because they are looking for your expertise to enrich their learning experience. Be present. Participate in discussion forums, answer the students' blog posts, reply to comments, give feedback, send out emails, post announcements and let them know you are present with them as they walk down the corridor of learning.
- 7. Best Practice: Make the end goal clear**  
Students are going to want to know what they need to do in order to succeed in your course. Use the built-in LMS Calendar, or a Course Schedule to keep learners informed of what's due and what is coming up.
- 8. Best Practice: Don't forsake the basics**  
Despite utilizing pre-built content, the course is still your domain! Remember that you have at your disposal a number of communication and interactivity tools that will make your course come to life. Use these tools frequently and intentionally. Your students will thank you for it!
  - Welcome Message
  - Office Hours
  - Contact Information
  - Weekly Announcements

Implementing these simple, effective measures will increase the level of satisfaction your students experience when completing your course.