

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

**Quarterly Board Meeting**

**May 18-19, 2017**

## TABLE OF CONTENTS

COMMITTEE MEETINGS .....	3
ACADEMIC AFFAIRS COMMITTEE .....	4
PLANNING AND CONSTRUCTION COMMITTEE .....	6
FINANCE AND AUDIT COMMITTEE .....	7
RULES AND REGULATIONS COMMITTEE .....	8
BOARD OF REGENTS MEETING .....	9
I.    CALL TO ORDER .....	9
II.   ATTENDANCE .....	9
III.  RECESS TO EXECUTIVE SESSION .....	9
IV.   RECONVENE IN OPEN SESSION .....	9
V.    WELCOME REMARKS .....	9
VI.   APPROVAL OF MINUTES .....	9
VII.  ACADEMIC AFFAIRS .....	9
VIII. FINANCE AND AUDIT .....	11
IX.   PLANNING AND CONSTRUCTION .....	12
X.    RULES AND REGULATIONS .....	12
XI.   GOVERNMENTAL RELATIONS .....	12
XII.  CONTRACTS .....	13
XIII. PERSONNEL .....	14
XIV.  MISCELLANEOUS .....	14
XV.   RECESS .....	16
XVI.  RECONVENE .....	17
XVII. ATTENDANCE .....	17
XVIII. STUDENT ADVISORY BOARD (SAB) REPORT .....	17
XIX.  MISCELLANEOUS .....	17
XX.   CAMPUS UPDATE .....	18
XXI.  TSUS FOUNDATION UPDATE .....	18
XXII. CONSENT AGENDA .....	18
XXIII. GENERAL MOTIONS .....	19
XXIV. PUBLIC COMMENTS .....	19
XXV.  ADJOURNMENT .....	19
CONSENT/APPENDIX .....	20



## COMMITTEE MEETINGS

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

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

## **ACADEMIC AFFAIRS COMMITTEE**

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### **Committee Members**

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

### **Call to Order**

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

### **Present**

Regent Jaime Garza, Committee Chair; Regent Rossanna Salazar

### **Also Present**

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

### **Absent**

Regent Veronica Edwards

### **Discussion Items**

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

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

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

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

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

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

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

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

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

LU: Addition of Marketing Concentration to Online MBA Offerings

LU: Addition of Port Management Concentration to Online MBA Offerings

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

### **Adjournment**

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

## **PLANNING AND CONSTRUCTION COMMITTEE**

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### **Committee Members**

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

### **Call to Order**

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

### **Present**

Regent Bill Scott, Committee Chair; Regent Donna Williams

### **Also Present**

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

### **Absent**

Regent David Montagne

### **Discussion Items**

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

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

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

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

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

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

### **Adjournment**

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

## **FINANCE AND AUDIT COMMITTEE**

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### **Committee Members**

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

### **Call to Order**

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

### **Present**

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

### **Also Present**

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

### **Absent**

None

### **Discussion Items**

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

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

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

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

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

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

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

TXST: Department of Athletics NCAA Quasi-Endowment

TSUS: Operating Budget and Related Adjustments

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

### **Adjournment**

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

## **RULES AND REGULATIONS COMMITTEE**

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### **Committee Members**

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

### **Call to Order**

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

### **Present**

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

### **Also Present**

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

### **Absent**

None

### **Discussion Items**

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

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

### **Adjournment**

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

## **BOARD OF REGENTS MEETING**

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

### **II. ATTENDANCE**

#### **Present**

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

#### **Absent**

Regent Charlie Amato

#### **Also Present**

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

### **III. RECESS TO EXECUTIVE SESSION**

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

### **IV. RECONVENE IN OPEN SESSION**

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

### **V. WELCOME REMARKS**

Chairman Salazar welcomed all present.

### **VI. APPROVAL OF MINUTES**

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

### **VII. ACADEMIC AFFAIRS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2017-63 TSUS: Certified Enrollment Reports**

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

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

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



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

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

## VIII. FINANCE AND AUDIT

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

### **2017-64 SRSU: Law Enforcement Academy Fee Increase**

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

### **2017-65 TSUS: Adoption of Investment Pool Resolutions**

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

Copies of the resolutions follow in the Appendix section.

### **Informational Item - TSUS: Statement of Changes in Fund Balances**

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

### **Informational Item - TSUS: Status of Implementation of Audit Recommendations**

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

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

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

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

## **IX. PLANNING AND CONSTRUCTION**

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

### **2017-66 TSUS: Capital Improvements Program (CIP)**

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

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

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

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

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

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

- TSUS: Planning and Construction Report May 2017

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

## **X. RULES AND REGULATIONS**

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

- TSUS: Approval of Rules and Regulations

## **XI. GOVERNMENTAL RELATIONS**

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

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

## **XII. CONTRACTS**

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

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

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

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

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

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

### **TXST: Easement Agreement with the City of San Marcos**

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

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

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

### **TXST: Bobcat Village Apartments Security Alarm Replacement Contract**

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

### **TXST: Campus Banking Services Consent**

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

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

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

### **XIII. PERSONNEL**

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

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

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

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

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

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

- TSUS: Personnel

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

### **XIV. MISCELLANEOUS**

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

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

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

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

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

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

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

**2017-74 SRSU: Mission Statement Change**

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

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

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

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

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

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

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

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

- TSUS: Gifts

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

**XV. RECESS**

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

**XVI. RECONVENE**

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

**XVII. ATTENDANCE**

**Present**

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

**Absent**

Regent Charlie Amato

**Also Present**

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

**XVIII. STUDENT ADVISORY BOARD (SAB) REPORT**

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

**XIX. MISCELLANEOUS**

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

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

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

**Resolution**

**Resolution Honoring Student Regent Dylan Jay McFarland**

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

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

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

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

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

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

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

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

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

**XX. CAMPUS UPDATE**

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

**XXI. TSUS FOUNDATION UPDATE**

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

**XXII. CONSENT AGENDA**

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



**2017-78 TSUS: Approval of Consent Agenda**

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

**XXIII. GENERAL MOTIONS**

**2017-79 TSUS: Approval of Future Board Meetings**

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

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

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

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

**XXIV. PUBLIC COMMENTS**

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

**XXV. ADJOURNMENT**

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

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

**CONSENT/APPENDIX**

CONSENT – ACADEMIC AFFAIRS

## **LU: Addition of Marketing Concentration to Online MBA Offerings**

Lamar University is authorized to add a Marketing MBA concentration effective Fall 2017.

### **Explanation**

Lamar University proposes a new MBA concentration to be offered in the College of Business. Lamar's interest in offering this new concentration is founded on a strong evidentiary basis, which includes numerous requests from current MBA students and data from Academic Partnerships showing students are searching for Marketing MBA offerings. These courses will be available through online delivery only.

Upon completion of the coursework below students will receive a Master of Business Administration with a Marketing concentration.

### **MASTER OF BUSINESS ADMINISTRATION, MARKETING CONCENTRATION**

The program consists of the MBA core courses and four of the following 3-credit hour courses:

- [1] MKTG 5350: Digital Marketing
- [2] MGMT 5350: Strategic Cases in Service Marketing and Management
- [3] MKTG 5360: Consumer Behavior
- [4] MKTG 5370: Marketing Research
- [5] MISY 5380: Enterprise Systems/CRM
- [6] MKTG 5340: International Marketing
- [7] MGMT 5311: Concepts and Application for New Ventures

All courses are currently offered as part of the MBA curriculum.

## **LU: Addition of Port Management Concentration to Online MBA Offerings**

Lamar University is authorized to add a Port Management MBA concentration effective Fall 2017.

### **Explanation**

Lamar University proposes a new MBA concentration to be offered in the College of Business. Lamar's interest in offering this new concentration is founded on a strong evidentiary basis, supported by research conducted by the university to offer courses in Port Management. This program will be available through online delivery only.

Upon completion of the coursework below students will receive a Master of Business Administration with a Port Management concentration.

### **MASTER OF BUSINESS ADMINISTRATION, PORT MANAGEMENT CONCENTRATION**

The program consists of the MBA core courses and four of the following 3-credit hour courses:

[1] INEN 5302: Introduction to Port Management

[2] INEN 5306: Port Logistics Modeling

[3] BULW 5320: Professional Communication & Negotiation

[4] MGMT 5313: Team Leadership

[5] INEN 5310: Port Engineering Mgmt

[6] MGMT 5333: Port Property & Asset Management

## LU: Changes to B.A. in English with Teacher Certification Degree Plan

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

### Explanation

The Department of English and Modern Language proposes that ENGL 4321 (Issues in Language and Literature) be dropped as a course requirement for the B.A. in English with Teacher Certification. Further, the department proposes that the advanced English courses for the B.A. in English with Teacher Certification should match those in the B.A. without Teacher Certification. These two actions will 1) reduce the number of hours required for Teacher Certification to 120 hours, and 2) will allow students to transition more freely from one concentration to the other based upon their academic and career goals.

Note that the general education core curriculum and its options, as specified for Lamar University and as specified by previous ENGL degree requirements, will remain the same. Likewise, the professional pedagogy requirements, academic foundational (language) requirements, and academic electives will remain unchanged. The degree plan below illustrates a semester-by-semester progression for attaining the revised B.A. in English with Teacher Certification.

### Degree Plan

Sem	Prefix and Number	Course Title	SCH
1	Various core classes	Various core classes	15
<b>Total SCH</b>			<b>15</b>
2	Various core classes	Various core classes	15
<b>Total SCH</b>			<b>30</b>
3	Various core classes or electives	Various core classes or electives	15
<b>Total SCH</b>			<b>45</b>
4	ENGL 3326	Advanced Exposition	3
	ENGL 3382 or 3384 or ENGL 3322, 3324, or 3392	British Lit before 1800, or British Lit after 1800	3
	or ENGL 3330, 3332, or 3340	American Lit Before 1865, American Lit After 1865, or African American Lit	
	PEG 2310	World Lit Before 1600, World Lit After 1600, or Myth	3
	Core, Language, or elective as needed or advised.	Intro to Teacher Education	6
<b>Total SCH</b>			<b>60</b>
5	ENGL 3382 or 3384 And/or ENGL 3322, 3324, or 3392 And/or ENGL 3330, 3332, or 3340	British Lit before 1800 or British Lit after 1800	6
	ENGL Elective 3000 or 4000	American Lit Before 1865, or American Lit After 1865, African American Lit	
	PEDG 3300	World Lit Before 1600, World Lit After 1600, or Myth	
		Various (based on availability, advising, interests, and concentration).	3
		Human Development and Learning	3

	Language or elective as needed or advised.	various	3
<b>Total SCH</b>			<b>75</b>
6	ENGL 3000 or 4000 Elective	2 courses, various (based on availability, advising, interests, and concentration).	6
	READ 3326	Reading and Literacy Strategic Content Areas	3
	Language or elective as needed or advised	2 courses, various	6
<b>Total SCH</b>			<b>90</b>
7	ENGL 4000 Elective	2 courses, Various (based on availability, advising, interests, and concentration).	6
	PEDG 3380	Secondary Curriculum and Methodology	3
	Language or elective as needed or advised.	2 courses, various	6
<b>Total SCH</b>			<b>105</b>
8	ENGL Elective 3000 or 4000	Various (based on availability, advising, interests, and concentration).	3
	ENGL or PHIL or Modern Language elective	Various (based on availability, advising, interests, and concentration).	3
	PEDG 4380	Secondary Methodology and Classroom Management	3
<b>Total SCH</b>			<b>114</b>
9	PEDG 4620	Student Teaching in the Secondary School	6
<b>Total SCH</b>			<b>120</b>

## **LU: Offer Concentration in Public History as Part of Existing Master Of History Degree**

Lamar University is authorized to offer a concentration in Public History as part of the existing Master of Arts (MA) in History degree offered through the Department of History effective fall 2017.

### **Explanation**

The Department of History proposes to expand its market by offering a new concentration in Public History, effectively a new series of courses and degree plan within the existing graduate program. There are several primary reasons for offering the new concentration:

- Persistent requests from prospective students and employers for Lamar to offer training in public history.
- The existing on-campus program has an excellent reputation and opportunity for growth if a public history graduate program is offered.
- The realities of the History job market suggests that students will achieve better placement with public history training.
- The greater Beaumont-Port Arthur area offers a unique learning environment with at least 17 museums, 6 archives, and a National Park Service site for students the public history program can tap into.

Admission requirements will be the same as the current History MA program, as will learning outcomes. Graduation requirements are slightly modified with requirements that students take approximately half their graduate credits in approved public history classes. The College of Liberal Arts mission and strategic plan are closely aligned with the University's, and the proposed program delivery system is consistent with both the strategic goals of Lamar University and the College of Liberal Arts. Lamar University articulates its goal of preparing students for leadership and lifelong learning and for enhancing the future of Southeast Texas, the state, the nation, and the world. The strategic role of the Lamar Public History Program is to deliver an education to a diverse range of students and to prepare them for a career engaging the history around us. Our students range from those who are preparing for their career goal, to students who want to advance their existing historical knowledge or abilities and to students who are seeking a credential to advance in their current career. Currently, these different student needs are met through either the part-time or full-time History MA or the integrated five-year BA/MA program.

The Lamar University Public History Program trains students for careers in public history. We conceive of public history as how history "does work" in the world or, in other words, it is the study of how understandings of the past are applied to real-world issues. The program balances public history theory and practice to ensure students are exposed to both the career possibilities associated with public history and the deep intellectual roots of public history. We offer a flexible curriculum that aligns student needs with faculty strengths while striving for students to become well-rounded public historians and reflective practitioners. We also provide students the opportunity to become experts in one or more areas of traditional history. Program specializations include museums, archives, oral history, sports heritage, and digital history. To prepare students for public history practice, the program partners with the university's on-campus museum, the Spindletop-Gladys City Boomtown Museum, as well as other historic sites in the Beaumont area and beyond.

Offering a concentration in public history will prove to be a key step toward strengthening the Lamar graduate history program. We estimate an average of 5 students per cohort across the first 5 years. That



number will increase once new public history faculty are in place per the two current search ongoing as of February 2017. In the Texas State University System, a comparable program is offered by Texas State University in San Marcos. The following Texas universities currently also offer a MA concentration in Public History: Stephen F. Austin University, University of Houston, University of Texas-El Paso, University of Texas-Arlington, and Angelo State University. The proposed Lamar program will compete – but not overlap – the programs offered by Houston and Stephen F. Austin. The Lamar program will emphasize (but will not be limited to) digital history, museums, contract history, and oral history, none of which are the primary strengths of the nearest competitors.

## **LU: Revision of Master Program in Criminal Justice**

Lamar University is authorized to revise its current M.S. degree in Criminal Justice from a 36 hour program to a 30 hour program. This will be effective Summer, 2017.

### **Explanation**

A review of the courses within the Criminal Justice Graduate program revealed a significant number of redundant topics, competencies and outcomes between courses. Upon analysis, these topics, competencies and outcomes will be incorporated into other courses (CRIJ 5320, CRIJ 5331) thus reducing the number of courses needed. The requirement for eighteen hours of electives is above and beyond the State of Texas requirements; therefore fifteen hours of electives and fifteen hours of core courses are sufficient to meet this standard. This consolidation of courses and reduction in the number of electives allows this reduction in the total number of required hours. The change in course hours would be revenue neutral as the reduction in cost would be offset by increased enrollment.

The proposed programs of study would be as follows:

#### **CAPSTONE TRACK – 30 hours** **Required Courses for Major**

##### **Core Courses - 9 Hours**

CRIJ 5320 - Theoretical Foundations of Crime Control  
CRIJ 5331 - Quantitative Methods  
CRIJ 5340 – Criminal Justice Capstone

##### **Complete two of the following – 6 hours**

CRIJ 5310 - Criminal Justice System and Policy  
CRIJ 5330 - Planning and Evaluation  
CRIJ 5345 - Criminal Justice Leadership

##### **Electives – 15 hours**

Four courses chosen from different CRIJ 5340 topics and/or graduate courses in business, counseling, education, political science, public administration, psychology, or other fields related to the student's needs and interests.

##### **CRIJ 5340 – Capstone in Criminal Justice**

The capstone in criminal justice is the culminating academic experience for graduating Masters of Science students. Candidates integrate knowledge from across the criminal justice curriculum in a faculty-directed, independent, term-long research project.

#### **THESIS TRACK – 30 hours**

##### **Required Courses for Major**

**Core Courses - 12 Hours**

CRIJ 5320 - Theoretical Foundations of Crime Control  
CRIJ 5331 - Quantitative Methods  
CRIJ 5390 - Thesis I  
CRIJ 5391 - Thesis II

**Complete two of the following – 6 hours**

CRIJ 5310 - Criminal Justice System and Policy  
CRIJ 5330 - Planning and Evaluation  
CRIJ 5345 - Criminal Justice Leadership

**Electives – 12 hours**

Four courses chosen from different Criminal Justice topics and/or graduate courses in business, counseling, education, political science, public administration, psychology, or other fields related to the student's needs and interests.

## **SHSU: Certificate Program, Addition—Graduate Certificate in Sociology**

Sam Houston State University is authorized to offer an online graduate certificate in Sociology to be housed in the Department of Sociology (2590) within the College of Humanities and Social Sciences (06 1581) to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

### **Explanation**

The Department of Sociology within the College of Humanities and Social Sciences proposes an 18 semester credit hour Graduate Certificate in Sociology. The certificate will be aimed at students, holding Master's or Ph.D. degrees in other disciplines, who are interested in attaining the necessary expertise to teach sociology at the high school and community college levels.

There is a growing demand for teachers at the community college level. From Fall 2008 to Fall 2014, community college enrollment in Texas increased 15.4% from 617,507 to 712,478 (Texas Association of Community Colleges, 2016). Enrollments at community colleges are projected to continue to grow both in Texas and nationally through at least 2022 (Hussar, W.J., and Bailey, T.M., 2013). Faculty teaching in disciplines outside of their masters or doctorate degrees must now have 18 hours of graduate credit in the area being taught. This requirement is true in Texas and in most other states. Given this requirement, many faculty at community colleges have begun to return to school for additional education. In the past few years, we have received multiple inquires each semester regarding whether we offer an 18-hour graduate certificate in sociology.

Recent changes in dual credit course policies (HB 18) in Texas are also projected to lead to increased demand in high schools for college level courses. Specifically, limits to the number of dual credit courses high school students can take have been eliminated. Teachers of college level courses in high schools are required to have 18 graduate credit hours of study in the area in which they are teaching. Sam Houston State University has already been approached by one school district, Cy-Fair ISD, regarding the possibility of certificate programs for their faculty.

The Graduate Certificate in Sociology will be an 18-hour certificate offered online, which builds upon the department's current master's program, using the same courses that are offered in the master's program. The certificate program will consist of three core courses and three electives. The target audience will be teachers at the community college and high school levels who are seeking to expand their expertise and teaching portfolios.

### **Required Courses:**

SOCI 5310: Seminar in Sociological Theory  
SOCI 5312: Seminar in Sociological Research  
SOCI 5355: Seminar in Social Inequality

**Electives (3 courses):**

SOCI 5319: Sociology of Entrepreneurship  
SOCI 5320: Sociology of Community  
SOCI 5322: Seminar in Medical Sociology  
SOCI 5325: Sociology of Food and Society  
SOCI 5324: Seminar in Social Change and Development  
SOCI 5331: Sociology of the Family  
SOCI 5333: Sociology of Religion  
SOCI 5337: Gender and Society  
SOCI 5338: Sociology of Disaster  
SOCI 5351: Seminar in Environmental Sociology  
SOCI 5353: Seminar in Race and Ethnic Studies  
SOCI 5386: Sociology of Aging

Upon completion of the certificate program, students will have:

- expertise in core sociological theories, concepts, and methods;
- expertise in multiple topical areas in sociology;
- expertise in the topics related to diversity and inequality within human society; and
- an appreciation for the complex discipline of Sociology.

## **SHSU: Certificate Program, Addition—Graduate Certificate in American History**

Sam Houston State University is authorized to offer an online graduate certificate in American History to be housed in the Department of History (1450) within the College of Humanities and Social Sciences (06 1581) to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

### **Explanation**

The History Department at Sam Houston State University proposes to offer a graduate certificate in American History. The 18-hour certificate program in American History will prepare graduate students to read, analyze, and write about the past in a way that is meaningful today. In keeping with this philosophy, the program will offer a unique experience, which allows students to participate in graduate education through online classes. Students in the program will find a broad-based education incorporating in-depth studies of American History, immersion in the latest historiographical theories, and training in advanced research methods.

The 18-hour graduate certificate program in American History will allow secondary school teachers who already hold a master's degree in another field to earn the credentials needed to teach courses for joint high school and community college credit.

During the past 10 years, dual credit courses have become increasingly popular in Texas. The *Chronicle of Higher Education* reported in July 2016 that dual credit classes have grown by "7 percent a year nationally." In the Lone Star State, the number of dual credit classes has tripled over the last decade. "The state has about 133,000 high-school students—mostly juniors and seniors—taking dual-credit courses."

In 2015, the 84th Texas Legislature amended Section 130.008 of the state's education code in order to address teacher preparation for dual-credit classes. The legislation stated, "A course offered for joint high school and community college credit under this section must be taught by a qualified instructor approved or selected by the public community college. For purposes of this subsection, an instructor is qualified if the instructor holds (1) a doctoral or master's degree in the discipline that is the subject of the course; [or] (2) a master's degree in another discipline with a concentration that required completion of a minimum of 18 graduate semester hours in the discipline that is the subject of the course."

The state's new requirement that dual-credit teachers have at least 18 graduate hours in the discipline that they are teaching has created a shortage of qualified dual-credit teachers. As a result, Sam Houston State University's History Department is proposing this 18-hour graduate certificate program for teachers. The program will allow educators who hold a master's degree in education to complete 18-hours of graduate work in history and meet the state's new legislative requirement.

There is a great demand for this coursework because school districts and community colleges need qualified instructors to teach dual credit courses. The Lone Star Community College System and the Cypress-Fairbanks Independent School District (CFISD) have already collaborated with us to create a streamlined relationship between K-12 educators, our graduate program, and the jobs available in the Lone Star system. Dual-credit enrollment in the CFISD-Lone Star program has grown from 4,362 students in Fall 2015 to 5,662 in Fall 2016. Additional growth will be possible as new, qualified instructors become available.

**Required Courses:**

HIST 5370 - Colonial America

HIST 5371 - Revolutionary America

HIST 5372 - Early Republic

HIST 5373 - American Civil War and Reconstruction

HIST 5375 - Recent America, 1876-1933

HIST 5376 - Contemporary America, 1933 to Present

Upon completion of the certificate program, students will:

- be qualified to teach dual credit course in American history in high schools in the state of Texas,
- have covered a broad spectrum of information in American History,
- have journeyed through the American nation from its inception to the present time,
- be able to apply their graduate course credits to a Master's degree in History, should they wish to apply subsequently to the MA program at Sam Houston State University.

## **SHSU: Certificate Program, Addition—Graduate Certificate in English**

Sam Houston State University is authorized to offer an online graduate certificate in English to be housed in the Department of English (0990) within the College of Humanities and Social Sciences (06 1581) to be implemented upon final approval by the TSUS Board of Regents and the Texas Higher Education Coordinating Board.

### **Explanation**

The Department of English within the College of Humanities and Social Sciences at Sam Houston State University proposes an online “Plus 18” certificate program, which will give high school and community college teachers with Master’s or PhD degrees in other disciplines credentials to teach dual credit courses in English.

While Texas state law does not require that every public school district offer dual credit courses to high school students, “college-readiness legislation” of 2006 included a provision requiring that districts have in place by 2008 programs through which students could earn the equivalent of twelve college credit hours. Because dual credit classes serve this requirement, many school districts are now trying to ensure that staff can teach dual credit courses, including Composition I and Composition II.

The online certificate program in English will offer classes to teachers of high school English who have graduate degrees in other fields and would like to be qualified to teach dual credit English, as well; the program will also provide the graduate hours that will allow instructors to teach English in two-year institutions in the state of Texas.

A high school teacher who holds a Master’s or PhD in the state of Texas and other states whose systems of higher education are accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) may take eighteen graduate English hours in face-to-face classes in order to earn certification to teach dual credit classes. To our knowledge, however, no graduate program in Texas offers an online certificate program. Given new initiatives in the state to offer dual credit classes to high school students, the proposed program seeks to fill a need in graduate education.

This certificate will be attractive to several groups of potential applicants:

1. High school and community college teachers in the state of Texas who hold Master’s or PhD degrees in another discipline and would like to broaden their teaching fields for greater opportunities in their particular high schools, school districts, and/or community colleges.
2. Those individuals with Master’s or PhD degrees in another discipline who would like to make himself or herself more marketable in applying for high school or community college teaching.



3. Because the certificate program will be online and will not require campus residency or face-to-face courses, all qualified students from across the state of Texas will be able to enroll. Data from the Education Commission of the States (ECS) suggests that dual-credit classes are available to high school students in many other states whose post-secondary education is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). While the Department has not yet undertaken a systematic study of dual credit options in these states, the program would also be available to high school teachers in those locations.

Eighteen semester hours (six courses) across a range of graduate writing and literature classes will be required for the Graduate Certificate in English. The selection of classes is determined by the program's conviction that the following courses are most useful to teachers of dual credit English in high schools, as they present a balance in the teaching of writing and the critical reading of literature.

**Required Courses:**

ENGL 5335 Workshop in Teaching Writing

ENGL 5370 Studies in Multicultural Literature

ENGL 5384 Studies in Rhetoric and Composition Theory

ENGL 5390 Studies in Technical and Professional Writing

**One of the following American Literature courses:**

ENGL 5372 Early American Literature

ENGL 5385 Studies in American Literature, 1800-1860

ENGL 5386 Studies in American Literature, 1860-1920

ENGL 5387 Studies in American Literature, 1920-the Present

**One of the following British Literature courses:**

ENGL 5375 Studies in Restoration and Eighteenth-Century British Literature

ENGL 5377 Studies in Early and Middle English Literature

ENGL 5378 Studies in Renaissance and Seventeenth-Century British Literature

ENGL 5379 Studies in Romantic Literature

ENGL 5380 Studies in Victorian Literature

ENGL 5381 Studies in British Literature, 1900-the Present

While the program is designed to be completed entirely online, students who wish to take classes that satisfy program requirements face-to-face on the Huntsville and The Woodlands Center campuses have the option of doing so.

Upon completion of the certificate program, students will

- be qualified to teach dual credit English in high schools in the State of Texas and any other states whose higher educational policy is governed by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC);
- have graduate training in pedagogical theory and practice in the teaching of writing;
- have graduate coursework in the literature of diversity;
- have graduate coursework in American and British literature; and
- be able to apply their graduate course credits to a Master's degree in English, should they wish to apply subsequently to the MA program at Sam Houston State University.

## **SHSU: Degree Program Title Change, CIP Code Change, and Relocation: Bachelor of General Studies**

Sam Houston State University is authorized to implement the following changes to the Bachelor of General Studies degree (24.0102.00) currently housed within the College of Science and Engineering Technology (11 2503) with an implementation date of September 1, 2017:

- 1) To move the Bachelor of General Studies (24.0102.00) degree plan from the College of Science and Engineering Technology (11 2503) to the College of Humanities and Social Sciences (06 1581);
- 2) To change the name of the Bachelor of General Studies (24.0102.00) degree to the Bachelor of Liberal Studies; and
- 3) To change the CIP code from 24.0102.00 (General Studies) to 24.0101.01 (Liberal Arts and Sciences/Liberal Studies).

### **Explanation**

#### **Change of Title and CIP Code:**

The Bachelor of General Studies (24.0102.00) majors design an interdisciplinary degree plan comprised of three academic minors. The current title does not accurately reflect the degree plan's interdisciplinary nature or its potential attractiveness to students interested in creating unique degree programs in preparation for professional school (e.g., medical or law). Given changes in the MCAT, for example, a pre-med student might be well served to create a degree plan comprised of minors in Spanish, sociology, psychology, or philosophy. A review of similar programs in Texas suggests the Bachelor of Liberal Studies (24.0101.01) would be a more accurate title. Most of the minors being used and choices for use are from the College of Humanities and Social Sciences, such as psychology, sociology, English, history, etc. Therefore, the phrase, Bachelor of Liberal Studies is more appropriate. In light of the change to the degree title, a CIP code change is also being requested for better alignment.

#### **Relocation:**

A recent review of current Bachelor of General Studies students suggest that the College of Humanities and Social Sciences would be a more appropriate academic home. In Fall 2016, for example, 57 of 67 BGS students had at least one of the three required minors in a College of Humanities and Social Sciences' discipline. Thirty-nine of these students had at least two of the three required minors in a College of Humanities and Social Sciences' discipline. The College of Humanities and Social Sciences welcomes the opportunity to work closely with BGS students and to expand this important degree program.

## **SHSU: Degree Title Change—Master of Education in Instructional Technology and Doctorate of Education in Instructional Technology**

Sam Houston State University is authorized to implement the following changes in the Department of Curriculum and Instruction (0750) within the College of Education (05 0850) to be implemented September 1, 2017:

- 1) To change the title of the Master of Education with a major in Instructional Technology (13.0501.00) to a Master in Education with a major in Instructional Systems Design and Technology, and
- 2) To change the title of the Doctorate of Education with a major in Instructional Technology (13.0501.00) to a Doctorate of Education with a major in Instructional Systems Design and Technology.

### **Explanation**

The faculty and advisory board of the Master of Education program in Instructional Technology and the Doctorate of Education program in Instructional Technology would like to request a title change for the two degree programs.

The advent of Instructional/Educational Technology courses in the 1990's began as a "specialization" area within an existing "traditional" academic department, i.e. Curriculum & Instruction, Educational Leadership, Educational Psychology, etc. With the growth of this subject area in higher education over the past 25 years, Instructional/Educational Technology has become its own independent area of study within its own department, non-dependent upon other programs situated in other departments, distinguishing itself by incorporating more of the unique systems and design curricula. With the name change to "Instructional Systems Design and Technology" (ISDT), we are acknowledging this area as a content fully developed that warrants recognition as its own complete field of study, and confirming to professionals in the field that graduates of our programs have mastered the expectations in this subject area and are prepared to teach in this field.

By comparison, names of comparable programs at other institutions of higher education around the country are as follows:

- University of Indiana describes their Instructional Systems Technology 60-hour doctorate as one that will "bridge (the) gap between research and practice"
- University of Central Florida states that their 66-hour Instructional Design and Technology doctorate focuses on the systematic design of training and educational environments. "We view Instructional Design and Technology as an interdisciplinary field that focuses on the systematic design of training and educational environments".
- The Learning Technologies doctorate at Pepperdine University with an advertised minimum number of 57 hours is described as "A scholar-practitioner model (that) integrates theory and best practices"

Costs associated with the proposed title change will be minimal, and there are no associated curriculum changes.

## **SHSU: Change the General Education Core Curriculum**

Sam Houston State University is authorized to implement, in accordance with the Texas Education Code and the rules and regulations for the Texas Higher Education Coordinating Board, the following changes to its General Education Core Curriculum course requirements effective Fall 2017:

- 1) To add BIOL 2403 Human Anatomy and Physiology I to Component Area III (Life and Physical Sciences);
- 2) To add BIOL 2404 Human Anatomy and Physiology II to Component Area III (Life and Physical Sciences);
- 3) To add MATH 1369 Elementary Statistics TO Component Area II (Mathematics); and
- 4) To add STAT 1369 Elementary Statistics TO Component Area II (Mathematics).

### **Explanation**

In accordance with Texas Education Code, §§61.821 – 61.832, each institution of higher education that offers an undergraduate academic degree program shall design and implement a core curriculum, including specific courses composing the curriculum, of no less than 42 lower-division semester credit hours. Each institution of higher education that offers an undergraduate academic degree program shall develop its core curriculum by using the Coordinating Board-approved process, core objectives, and foundational component areas of the Texas Core Curriculum (TCC). Through the Texas Core Curriculum, students will gain a foundation of knowledge of human cultures and the physical and natural world, develop principles of personal and social responsibility for living in a diverse world, and advance intellectual and practical skills that are essential for all learning.

As per Texas Higher Education Coordinating Board rule, each Texas public institution of higher education may submit one comprehensive request per year to change its TCC. Therefore, Sam Houston State University respectfully submits the above course additions to the core curriculum effective fall 2017.

## **SHSU: Semester Credit Hour (SCH) Change Request—Master of Education in Administration**

Sam Houston State University is authorized to implement the following Semester Credit Hour (SCH) increase from 30 to 36 to the Master of Education in Administration (13.401.00) housed in the Department of Educational Leadership (0904) within the College of Education (05 0850) to be implemented September 1, 2017.

### **Explanation**

In an effort to improve the Master of Education in Administration program, Sam Houston State University's Department of Educational Leadership is seeking approval to increase the semester credit hour (SCH) requirements by six SCHs, making the total credit hours required to earn a Master of Education in Administration degree 36 SCHs.

Effective school administrators need to know how to communicate and collaborate with all members of the school community, respond to diverse interests and needs, and mobilize resources to promote student success. They are required to know how to advocate, nurture, and sustain an instructional program and a campus culture that are conducive to student learning and staff professional growth. Also, they are required to know how to use effective communication in their organizational, decision-making, and problem-solving skills to ensure an effective learning environment. School administrators use communication skills in every facet of their jobs: to improve instruction, enact change, and garner support of the public. Therefore, in an effort to better serve the school administrator candidates, the Department of Educational Leadership seeks to add a 3 SCH course entitled Communication for Educational Leaders to the M.Ed. in Administration curriculum.

Furthermore, the Texas Administrative Code (TAC §228) requirements for the Educator Preparation Programs/Professional Programs have become more rigorous and require the administrator candidate to complete a minimum of 160 clock hours of practical experience. These practical clock hours are equivalent to 4-weeks of full-time work and are difficult to complete during one semester because the school administrator candidates already work full-time as teachers. Most teachers during a 15-week semester have limited time throughout the school day to accumulate the required practicum hours.

Therefore, the Department of Educational Leadership seeks to provide the school administrator candidates with an additional 3 SCHs of Campus Leadership Internship coursework so that the candidates will have 2 semesters of the Campus Leadership Internship course, allowing them more time to complete the required 160 clock hours and to be observed at least 3 times by the professor (field-supervisor) during the school year as well as have pre- and post-conference meetings with the professor (field-supervisor). Additionally, the candidates will gain experience that is more valuable by practicing alongside the principal/assistant principal (site-supervisor) from the beginning of the school year through the end of the school year and thus have the opportunity to be involved with both the opening and the closing of a school year.

A review of other Master of Education in Administration degree programs in Texas revealed the following universities had 36 or more semester credit hour programs. The additional credit hours offered by these universities allow their candidates more opportunities and time to practice their school administrator knowledge and skills, to receive ongoing support from the field supervisor, and to learn more about effective leadership and communication. Also, as previously stated, candidates in these programs gain more valuable experience by practicing alongside the site supervisor from the beginning to the end of the school year and by having the opportunity to be involved with both the opening and the closing of a school year.

Master of Education in Administration (36 SCH)

Lamar University  
Texas State University  
Texas A&M College Station  
Prairie View A&M University  
Texas A&M University Corpus Christi  
Texas A&M University Kingsville  
Texas A&M University San Antonio

Master of Education in Administration (45 SCH)

Sul Ross State University Rio Grande College

With the approval of the Board of Regents to increase the semester credit hours of the Master of Education in Administration program from 30 to 36 credit hours, the school administrator candidates can be provided: 1) a course that focuses on effective communication for education leaders as well as 2) a course that allows for more opportunities and time to practice their school administrator knowledge, skills, and communication; therefore, serving to improve candidates' confidence, success rates, and retention rates as school administrators. Ultimately, the curriculum change will allow the Department of Educational Leadership to grow and develop school administrator candidates who are better prepared to be an effective school administrators who will remain in the field.

## **SHSU: Department Name Change—Department of Management and Marketing**

Sam Houston State University is authorized to change the name of the Department of Management and Marketing (1790) within the College of Business Administration (02 0500) to the Department of Management, Marketing, and Information Systems to be effective September 1, 2017.

### **Explanation**

Changing the name of the Department of Management and Marketing (1790) to the Department of Management, Marketing, and Information Systems is important for the following two reasons:

- 1) The addition of “Information Systems” in the department name will better identify the diverse course and program offerings in the department and bring attention to the distinctive discipline: Information Systems.
- 2) The addition aligns with other colleges of business that have a MIS major (common names are Management Information Systems, Business Information Systems, Computer Information Systems and Information Systems). In reviewing the College of Business Administration’s 12 peer and aspirant colleges, the discipline of Information Systems is either a separate department or in the name of the hosting department in all 12 of the peer and aspirant colleges.

## **SRSU – Change the General Education Core Curriculum**

Sul Ross State University is authorized to implement, in accordance with the Texas Education Code and the rules and regulations for the Texas Higher Education Coordinating Board, the following changes to its General Education Core Curriculum course requirements effective Fall 2017:

- 1) To add ANSC 2312 (Current Issues in Agriculture) to Component Area VIII: Social and Behavioral Sciences (3 credit hours).

### **Explanation**

In accordance with Texas Education Code 61.88211-61.832, each institution of higher education that offers an undergraduate academic degree program shall design and implement a core curriculum, including specific courses composing the curriculum, of no less than 42 lower-division semester credit hours. Each institution of higher education that offers an undergraduate academic degree program shall develop its core curriculum by using the Coordinating Board-approved process, core objectives, and foundational component areas of the Texas Core Curriculum (TCC). Through the Texas Core Curriculum, students will gain a foundation of knowledge of human cultures and the physical and natural world, develop principles of personal and social responsibility for living in a diverse world, and advance intellectual and practical skills that are essential for all learning.

As per Texas Higher Education Coordinating Board rules, each Texas public institution of higher education may submit one comprehensive request per year to change its TCC. Therefore, Sul Ross State University respectfully submits the above course addition to the core curriculum effective Fall 2017.



## **TXST: Change the Bachelor of Science in Recreational Administration**

Texas State University is authorized to change the degree title and major name for the Bachelor of Science in Recreational Administration major in Recreational Administration to a Bachelor of Science major in Recreation Administration.

### **Explanation**

Texas State University proposes title changes in the undergraduate Recreational Administration program. Students graduating with a “Bachelor of Science in Recreational Administration major in Recreational Administration” from Texas State University are frequently asked by their potential employers why their diploma looks different from other comparable degree programs. Those comparable programs include Texas A&M University, University of North Texas, Clemson University, Illinois State University, and Western Illinois University.

Updating the degree title and major name will enhance the marketability of the students by making their diploma more recognizable by their employers. There are no curriculum changes or anticipated costs associated with this change.

## **LSCO: Program Modification for CERT Welding Technology**

Lamar State College-Orange is authorized to modify the degree program for the Certificate in Welding Technology by decreasing the program hours from 33 to 30 credit hours.

### **Explanation**

To align with labor and market demands, LSC-O proposes deleting OSHT 2401, OSHA Regulations, WLDG 1312, Introduction to Flux Cored Arc Welding, WLDG 1313, Introduction to Blueprint Reading for Welders, WLDG 1425, Introduction to Oxy-Fuel Welding and Cutting, WLDG 1435, Introduction to Pipe Welding, and adding WLDG 1327, Welding Codes and Standards, WLDG 1437, Introduction to Welding Metallurgy, WLDG 2406, Intermediate Pipe Welding, and WLDG 2413, Intermediate Welding Using Multiple Processes.

## **LSC-PA: Department Name Change – Commercial Music Department**

Lamar State College-Port Arthur is authorized to change the name of the Commercial Music Department to the Department of Commercial Music, Visual, and Performing Arts effective June 1, 2017.

### **Explanation**

When the Commercial Music Department was created in 2006 it offered associate degrees and certificate programs in sound engineering and music performance. Since then it has added majors in live sound design and technology, entertainment business, and audiovisual production. In an administrative reorganization this spring, the speech and theater courses and productions became part of the department.

The name change will more accurately reflect the department's programs and activities.

Expenses for the change will be minimal; most costs will be for printing new business cards and brochures.

## TSUS: Curriculum 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	39	3	2
Sam Houston State University	1	0	3
Sul Ross State University	5	-2	5
Texas State University	49	0	8
Lamar Institute of Technology	22	19	5
Lamar State College – Orange	7	0	0
Lamar State College – Port Arthur	9	12	0
Sul Ross State University Rio Grande College			

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 2017

COLLEGE/ Academic Unit	COURSE ADDITIONS	COURSE DELETIONS	COURSE TITLE CHANGES	NET ADDITIONS/ DELETIONS
<b>COLLEGE OF ARTS AND SCIENCES</b>				
Biology	1			1
Computer Science	3			3
Sociology, Social Work, and Criminal Justice	4		1	4
<b>COLLEGE OF BUSINESS</b>				
Construction Management	1	1		0
<b>COLLEGE OF EDUCATION</b>				
Educational Leadership			1	
<b>COLLEGE OF ENGINEERING</b>				
Civil and Environmental Engineering	6			6
Electrical Engineering	3	1		2
Industrial Engineering	1			1
Mechanical Engineering	2			2
<b>COLLEGE OF FINE ARTS AND COMMUNICATION</b>				
Communication	5			5
Deaf Studies and Deaf Education	13	1		12
<b>TOTAL</b>	<b>39</b>	<b>3</b>	<b>2</b>	<b>32</b>

## COLLEGE OF ARTS AND SCIENCES

### ***Biology***

#### **ADDITION**

BIOL 1115 Plants and Human Society (Non-Majors) Lab

### ***Computer Science***

#### **ADDITIONS**

COSC 4304 Foundations of Programming  
 CPSC 3350 3D Modeling for Computer Graphics  
 CPSC 3355 3D Animation for Computer Graphics

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

#### **ADDITIONS**

CRIJ 4315 Introduction to Forensic Psychology  
CRIJ 4365 Global Crime Control  
SOCI 4325 Aging Population and Health  
SOCI 4335 Global Health Disparity

**CHANGE**

SOCI 3355 Sociology of Culture  
TO  
SOCI 3355 Global Cultural Trend

**COLLEGE OF BUSINESS**

***Construction Management***

**ADDITION**

CMGT 4370 Construction Safety Management

**DELETION**

CMGT 3370 Construction Safety Management

**COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT**

***Educational Leadership***

**CHANGE**

EDUD 6353 Synthesis Seminar  
TO  
EDUD 6353 Synthesis

**COLLEGE OF ENGINEERING**

***Civil and Environmental Engineering***

**ADDITIONS**

CVEN 3311 Introduction to Environmental Engineering  
CVEN 3351 Fluid Mechanics  
CVEN 4309 Civil Engineering Fundamentals  
CVEN 5309 Civil Engineering Fundamentals  
CVEN 5334 Sustainability: Green Engineering  
CVEN 6334 Sustainability: Life Cycle Assessment

***Electrical Engineering***

**ADDITIONS**

ELEN 3310 Fundamentals of Electrical Engineering  
ELEN 4313 Image Processing  
ELEN 4314 Digital Signal Processing

**DELETION**

ELEN 2310 Fundamentals of Electrical Engineering

***Industrial Engineering***

**ADDITION**

INEN 5314 Risk Management

***Mechanical Engineering***

**ADDITIONS**

MEEN 5329 Advanced Solid Mechanics  
MEEN 5330 Two Phase Flow and Heat Transfer

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

COMM 3326 LUTV News Production  
COMM 3379 Compositing for Digital Film  
COMM 3386 Sports Broadcasting  
COMM 3395 Sports Photography  
COMM 4373 Advanced Screenwriting

***Deaf Studies and Deaf Education*****ADDITIONS**

DSDE 3311 Advocacy and Services for Individuals who are D/HH  
DSDE 3312 Social Justice Advocacy  
DSDE 3314 Interactive Interpreting  
DSDE 3321 Interpreting Non-literal Expressions  
DSDE 3322 Research Theory  
DSDE 3324 Community Application: Translating ASL Stories  
DSDE 3374 Drama & Media Interpretation  
DSDE 3378 Interpreting II  
DSDE 4322 Research Applications  
DSDE 4378 Interpreting III  
DSDE 4379 Interpreting: Professional Responsibilities  
DSDE 4620 Internship – Advocacy  
DSDE 4621 Interpreting Internship

**DELETION**

DSDE 2374 Dramatics & Media Interpreting

**Sam Houston State University**

<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>COLLEGE OF FINE ARTS AND MASS COMMUNICATION</b>				
Music	0	0	2	0
<b>UNIVERSITY-WIDE</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>+1</b>
<b>TOTAL</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>+1</b>

**FINE ARTS AND MASS COMMUNICATION**

**School of Music**

**CHANGES**

MUEN 1111 Mixed Chorus  
TO  
MUEN 1111 Chorus

MUEN 3111 Mixed Chorus  
TO  
MUEN 3111 Chorus

**UNIVERSITY-WIDE**

**ADDITIONS**

MATH 0311 Developmental Mathematics NCBO

**CHANGES**

INRW 0111 Tutorial for Integ Read/Write  
TO  
INRW 0014 Tutorial for Integ Read/Write



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>
<b>****<u>COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE MANAGEMENT</u>****</b>				
<u>Department:</u>				
Animal Science	0	0	3	0
Subtotal	0	0	3	0
<b>****<u>COLLEGE OF ARTS AND SCIENCES</u>****</b>				
<u>Department:</u>				
Behavioral and Social Sciences	0	-2	0	-2
Computer Science and Mathematics	0	0	2	0
Fine Arts and Communication	1	0	0	1
Subtotal	1	-2	2	-1
<b>****<u>COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES</u>****</b>				
<u>Department:</u>				
Education	0	0	0	0
Homeland Security and Criminal Justice	0	0	0	0
Kinesiology and Human Performance	4	0	0	4
Subtotal	4	0	0	4
TOTAL	5	-2	5	3

## **COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE SCIENCES**

### **Department of Animal Science**

#### CHANGES

- ANSC 2310 Anatomy and Physiology of Domestic Animals  
TO
- ANSC 3311 Anatomy and Physiology of Domestic Animals
- ANSC 3316 Feed Manufacturing & Formulation  
TO
- ANSC 3416 Livestock and Wildlife Nutritional Management
- ANSC 3317 Livestock Nutrition  
TO
- ANSC 4308 Animal Nutrition

## **COLLEGE OF ARTS AND SCIENCES**

### **Department of Behavioral and Social Sciences**

#### DELETIONS

- HIST 3315 History of US Mexico Borderlands
- HIST 4322 Ranching Frontier in American History

### **Department of Computer Science and Mathematics**

#### CHANGES

- CSST 1170 Ethics and SRSU Computer/Network Resources  
TO
- CSST 1370 Cyber Ethics
- CSST 2372 Fundamental Information Assurance and Guidelines  
TO
- CSST 2372 Fundamental Security Design and Information Assurance

### **Department of Fine Arts and Communication**

#### ADDITIONS

- THEA 3321 Screenwriting

## **COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES**

### **Department of Kinesiology and Human Performance**

#### ADDITIONS

- KES 3316 River Recreation and Water Craft Safety
- KES 3318 Mountain Recreation and Safety
- KES 3330 Sustainable Tourism & Commercial Recreation
- KES 4380 Recreation Practicum

**Texas State University**  
**CURRICULUM CHANGES**

COLLEGE/ACADEMIC UNIT	ADDITIONS	DELETIONS	CHANGES	NET ADDITIONS/ DELETIONS
<u>McCOY COLLEGE OF BUSINESS ADMINISTRATION</u>				
Computer Information Systems and Quantitative Methods	1	0	0	1
Management	1	0	0	1
Marketing	1	0	0	1
<u>COLLEGE OF HEALTH PROFESSIONS</u>				
Health Administration	1	0	0	1
Nursing	9	0	0	9
<u>COLLEGE OF LIBERAL ARTS</u>				
Anthropology	31	0	0	31
History	2	0	0	2
Philosophy	1	0	0	1
Sociology	2	0	0	2
<u>COLLEGE OF SCIENCE AND ENGINEERING</u>				
Chemistry and Biochemistry	0	0	2	0
Mathematics	0	0	6	0
<b>TOTAL</b>	<b>49</b>	<b>0</b>	<b>8</b>	<b>49</b>

**MCCOY COLLEGE OF BUSINESS ADMINISTRATION**

Department of Computer Information Systems and Quantitative Methods

ADDITION:

CIS 7355 Database Management Systems

Department of Management

ADDITION:

MGT 7314 Organizational Behavior and Theory

Department of Marketing

ADDITION:

MKT 7321 Marketing Management

**COLLEGE OF HEALTH PROFESSIONS**

School of Health Administration

ADDITION:

HA 7356 Policy Development in the Healthcare Arena

St. David's School of Nursing

ADDITIONS:

- NURS 5360 Leadership Science: Foundational Thinking Skills, Governance, and Community and Provider Relationships
- NURS 5361 Leadership Science: Performance and Quality Improvement
- NURS 5362 Leadership Science: Patient Safety, Risk Management, Legal, and Regulatory Requirements
- NURS 5363 Leadership Science: Evidence-Based Practice for Nurse Leaders
- NURS 5364 Leadership Science: Health Care Finance and Workforce Planning
- NURS 5365 Leadership Art: Ethics, Diversity, and Relationship Building
- NURS 5366 Leadership Art: Health Policy and Advocacy
- NURS 5367 Leader Within: Professional Accountability, Succession Planning, and Reflective Practice I
- NURS 5368 Leader Within: Professional Accountability, Succession Planning, and Reflective Practice II

COLLEGE OF LIBERAL ARTS

Department of Anthropology

ADDITIONS:

- ANTH 7199 Dissertation
- ANTH 7299 Dissertation
- ANTH 7300 Special Topics in Anthropological Methods
- ANTH 7300A Methods in Historical Archaeology
- ANTH 7301 Special Topics in Anthropological Studies
- ANTH 7301A Seminar in Forensic Anthropology
- ANTH 7302 Teaching Anthropology
- ANTH 7305 Anthropological Statistics
- ANTH 7308 Cultural Resource Management
- ANTH 7310 Advanced Theory in Anthropology
- ANTH 7311 Seminar in Cultural Anthropology
- ANTH 7312 Seminar in Biological Anthropology
- ANTH 7313 Seminar in Archaeology
- ANTH 7315 Advanced Archaeological Techniques
- ANTH 7326 Technical Methods in Anthropology
- ANTH 7341 Professional Ethics in Anthropology
- ANTH 7344 Proposal Writing
- ANTH 7351 GIS in Anthropology
- ANTH 7352 Applied Qualitative Methods
- ANTH 7353 Applied Anthropology Methods
- ANTH 7374 Advanced Human Osteology
- ANTH 7376 Forensic Analysis of Human Skeletal Remains
- ANTH 7395 Professional Externship
- ANTH 7397 Directed Research
- ANTH 7398 Collaborative Research
- ANTH 7399 Dissertation
- ANTH 7599 Dissertation
- ANTH 7695 Professional Externship
- ANTH 7699 Dissertation
- ANTH 7995 Professional Externship
- ANTH 7999 Dissertation

Department of History

ADDITIONS:

- HIST 7372 Practice of Museum Studies and Public History
- HIST 7373 The Practice of Historic Preservation

Department of Philosophy  
ADDITION:  
PHIL 7355 Philosophy of Science

Department of Sociology  
ADDITIONS:  
SOC 7307 Advanced Social Statistics  
SOC 7318 Seminar in Advanced Data Applications

#### COLLEGE OF SCIENCE AND ENGINEERING

Department of Chemistry and Biochemistry  
CHANGES:  
CHEM 1335 Engineering Chemistry  
CHEM 1341 General Chemistry I

Department of Mathematics  
CHANGES:  
MATH 1311 Intermediate Algebra  
MATH 1329 Mathematics for Business and Economics II  
MATH 2321 Calculus for Life Sciences I  
MATH 2328 Elementary Statistics  
MATH 2417 Pre-Calculus Mathematics  
MATH 2471 Calculus I

**Lamar Institute of Technology  
May 2017**

<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 AND SCIENCES</b>				
Diagnostic Cardiac Sonography A.A.S.	2	2		0
Diagnostic Cardiac Sonography A.T.V.	2	2		0
<b>BUSINESS TECHNOLOGIES</b>				
Computer Networking and Troubleshooting Technology A.A.S.	9	9		0
Computer Support Technology Certificate	5	5		0
<b>GENERAL EDUCATION/DEVELOPMENTAL STUDIES</b>				
CORE CURRICULUM	2			2
<b>TECHNOLOGY DEPARTMENT</b>				
Industrial Mechanic Technology A.A.S.			5	0
Instrumentation Technology A.A.S.	1	1		0
Utility Line Technology Certificate	1			1
<b>TOTAL</b>	<b>22</b>	<b>19</b>	<b>5</b>	<b>3</b>

**CORE CURRICULUM**

**ADDITIONS**

BIOL 2320	Microbiology for Non-Science Majors (lecture)	3:3:0
BIOL 2120	Microbiology for Non-Science Majors (lab)	1:0:1

**ALLIED HEALTH AND SCIENCES**

**Diagnostic Cardiac Sonography Associate of Applied Science (Effective Summer 2017)**

**ADDITIONS**

DSAE 1264	Practicum II	2:0:20
DSAE 2365	Practicum III	3:0:24

**DELETIONS**

DSAE 2364	Practicum II	3:0:24
DSAE 2265	Practicum III	2:0:20

## Diagnostic Cardiac Sonography Advanced Technical Certificate (Effective Summer 2017)

### ADDITIONS

DSAE	1264	Practicum II	2:0:20
DSAE	2365	Practicum III	3:0:24

### DELETIONS

DSAE	2364	Practicum II	3:0:24
DSAE	2265	Practicum III	2:0:20

### BUSINESS TECHNOLOGIES

#### Computer Networking and Troubleshooting Technology Associate of Applied Science (Effective Fall 2017)

### ADDITIONS

CPMT	1311	Introduction to Computer Maintenance	3:2:4
ITCC	1314	CCNA 1: Introduction to Networks	3:2:4
ITCC	1340	CCNA 2: Routing and Switching Essentials	3:2:4
ITMT	1305	Configuring Advanced Windows Server Operating Systems	3:2:4
ITCC	2312	CCNA 3: Scaling Networks	3:2:4
ITMT	1357	Administering a Windows Server Operating Systems	3:2:4
ITCC	2313	CCNA 4: Connecting Networks	3:2:4
ITNW	1392	Special Topics in Computer Systems Networking	3:2:4
ITMT	2304	Implementing an Advanced Server Infrastructure*	3:2:4

### DELETIONS

CPMT	1351	IT Essentials: PC Hardware and Software	3:2:4
ITCC	1310	Discover: Networking for Home and Small Business	3:2:4
ITCC	1311	Discovery: Small-to-Medium Business or ISP	3:2:4
ITNW	1370	Install and Configure Server 2012	3:2:4
ITCC	1312	Discovery: Introductory Routing and Switching	3:2:4
ITNW	1371	Administering Windows Server 2012	3:2:4
ITCC	1313	Discovery: Designing and Supporting Computer Networks	3:2:4
ITMT	2350	Implementing and Managing Microsoft Exchange	3:2:4
ITNW	1372	Configuring Advanced Windows Server 2012 Services	3:2:4

#### Computer Support Technology Certificate (Effective Fall 2017)

### ADDITIONS

CPMT	1311	Introduction to Computer Maintenance	3:2:4
ITCC	1314	CCNA 1: Introduction to Networks	3:2:4
ITCC	1340	CCNA 2: Routing and Switching Essentials	3:2:4
ITMT	1305	Configuring Advanced Windows Server Operating Systems	3:2:4
ITSY	1342	Information Technology Security	3:2:4

### DELETIONS

CPMT	1351	IT Essentials: PC Hardware and Software	3:2:4
ITCC	1310	Discover: Networking for Home and Small Business	3:2:4
ITCC	1311	Discovery: Small-to-Medium Business or ISP	3:2:4
ITNW	1370	Install and Configure Server 2012	3:2:4

ITNW 2335 Network Troubleshooting and Support 3:2:4

## **TECHNOLOGY DEPARTMENT**

### **Industrial Mechanic Technology Associate of Applied Science (Effective Fall 2017)**

#### **CHANGES**

INMT	1305	Introduction to Industrial Mechanics To	3:2:2
INMT	1305	Introduction to Industrial Mechanics	3:2:4
HYDR	1301	Rigging and Conveying Systems To	3:2:2
HYDR	1301	Rigging and Conveying Systems	3:2:4
INMT	2301	Machinery Installation To	3:2:2
INMT	2301	Machinery Installation	3:2:4
PFPB	2307	Pipe Fabrication & Installation To	3:2:2
PFPB	2307	Pipe Fabrication & Installation	3:2:4
CNSE	1371	Equipment Operation To	3:2:2
CNSE	1371	Equipment Operation	3:2:4

### **Instrumentation Technology Associate of Applied Science (Effective Fall 2017)**

#### **ADDITIONS**

CPMT	2333	Computer Integration	3:2:4
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#### **DELETIONS**

INTC	2372	Technology Integration	3:2:4
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### **Utility Line Technology Certificate (Effective Fall 2017)**

#### **ADDITIONS**

CVOP	1145	Commercial Driver's License Overview	1:0:2
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**COURSE ADDITIONS, DELETIONS  
And CHANGES  
Lamar State College-Orange**

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

***Arts, Humanities, & Social Sciences Division***

**ADDITIONS**

**DELETIONS**

**CHANGES**

***Education & Mathematics Division***

**ADDITIONS**

**DELETIONS**

**CHANGES**

***Health Sciences & Workforce Education Division***

**ADDITIONS**

INTC 2480 Cooperative Education-Instrumentation Technology/Technician

ITNW 1313 Computer Virtualization

ITSY 2301 Firewalls and Network Security

WLDG 1327 Welding Codes and Standards

WLDG 1437 Introduction to Welding Metallurgy

WLDG 2406 Intermediate Pipe Welding

WLDG 2413 Intermediate Welding Using Multiple Processes

**DELETIONS**

**CHANGES**

**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>				
Health, Fitness & Sports Department	0	2	0	-2
Liberal Arts Department	2	5	0	-3
<b>TECHNICAL</b>				
Commercial Music Department	2	3	0	-1
Cosmetology Department	5	2	0	3
<b>TOTAL</b>	<b>9</b>	<b>12</b>	<b>0</b>	<b>-3</b>

**DIVISION OF ACADEMIC STUDIES**

**Health, Fitness & Sports Department**

**ADDITIONS**

None

**DELETIONS**

KINE 2156     Taping and Bandaging  
KINE 1322     Coaching II

**CHANGES**

None

**Liberal Arts Department**

**ADDITIONS**

DRAM 1120     Theater Practicum I  
DRAM 1121     Theater Practicum II

**DELETIONS**

DRAM 1161     Musical Theater I  
DRAM 1162     Musical Theater II  
DRAM 1320     Theater Practicum I  
DRAM 1321     Theater Practicum II  
DRAM 2352     Acting IV

**CHANGES**

None

**DIVISION OF TECHNICAL PROGRAMS**

**Commercial Music Department**

**ADDITIONS**

MUSC 1333 Synthesis I  
MUSP 1223 Applied Synthesizer

**DELETIONS**

MUSI 1159 Musical Theater  
MUSI 1184 Voice II  
MUSI 1390 Electronic Music

**CHANGES**

None

**Cosmetology Department**

**ADDITIONS**

CSME 1401 Orientation to Cosmetology (New)  
CSME 1447 Principles of Skin Care/Facials and Related Theory (New)  
CSME 2441 Preparation for the State Licensing Examination (New Title)  
CSME 2251 Licensure Preparation  
CSME 2549 Cosmetology Instructor III

**DELETIONS**

CSME 2245 Licensure Preparation  
CSME 2515 Cosmetology Instructor

**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**  
Out-of-Country Study Report May 2017

Location: Waterford, Ireland  
Course Number and Title: CRIJ-4313 Deviance in Sports  
Dates of Travel: May 28 – June 10, 2017  
Instructor: Dr. Eric Bronson, Associate Professor and Director of Criminal Justice Programs  
Credit for Course: 3 Semester Credit Hours

Location: Waterford, Ireland  
Course Number and Title: CRIJ-4365 Global Crime Control  
Dates of Travel: May 28 – June 10, 2017  
Instructor: Dr. Jim Mann, Associate Professor of Criminal Justice  
Credit for Course: 3 Semester Credit Hours

Location: Waterford, Ireland  
Course Number and Title: PSYC-4301 International Psychology  
Dates of Travel: May 28 – June 10, 2017  
Instructor: Dr. Judi Mann, Associate Professor of Psychology  
Credit for Course: 3 Semester Credit Hours

Location: Liverpool, England & Dublin, Ireland  
Course Number and Title: SPHS-4332 Neurology  
Dates of Travel: May 21 – May 31, 2017  
Instructor: Ms. Delanea Bronson, Instructor of Speech-Language Pathology  
Credit for Course: 3 Semester Credit Hours

Location: Liverpool, England & Dublin, Ireland  
Course Number and Title: SPHS-5350 Dementia-Friendly Community Engagement  
Dates of Travel: May 21 – May 31, 2017  
Instructor: Ms. Karen Whisenhunt-Saar, Instructor of Speech-Language Pathology  
Credit for Course: 3 Semester Credit Hours

**Sul Ross State University**

Out of State/Country Study Courses - SRSU

None to report

Location:

Course Numbers and Titles:

Dates of Study:

Dates of Travel:

Instructor:

Credit for course:

**Texas State University**

**Out-of-State and Out-of-Country Programs – Summer 2017**

**Location:** New Mexico, USA  
**Course Number and Title:** REC 4335 Outdoor Recreation Programming  
**Dates of Travel:** July 9, 2017 – July 15, 2017  
**Instructor:** Dr. Stephen Anthony Deringer

**Location:** Barcelona, Spain  
**Course Number and Title:** MGT 3375 International Business  
MGT 4335 Strategic Management and Business  
Policy

**Dates of Travel:** May 21, 2017 – June 21, 2017

**Instructor:** Dr. David Cameron\*

\* Note: Dr. David Cameron is replacing Dr. Dennis Smart

CONSENT – FINANCE AND AUDIT



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

Texas State University is authorized to add an additional \$75,000 to the Quasi-endowment account named The Meadows Center for Water and the Environment -Environmental Flows Professorship.

**Explanation**

In August 2012, The Meadows Foundation made an initial \$1,000,000 contribution to establish a permanent endowment in the Texas State University Development Foundation for The Meadows Center for Water and the Environment. Funds contributed were eligible for match funding from the Texas Research Incentive Program (TRIP).

The \$75,000 to be added to the Quasi-Endowment is matching funds from the Texas Research Incentive Program and will be added to the initial transfer of \$675,000

The addition of funds to this quasi-endowment account is requested to comply with the agreement with The Meadows Foundation to fund the account to the \$750,000 level. The additional funds will further support the Environmental Flows Professorship for outstanding tenured faculty members. Funds may be used for staff salaries and/or reward enhance teaching, scholarly efforts, and research.

This Quasi-endowment was established by the Board of Regents in February 2014.

## **TXST: Department of Athletics NCAA Quasi-Endowment**

The Texas State University Department of Athletics is authorized to create a new quasi-endowment for student-athlete scholarships using a one-time revenue distribution from the National Collegiate Athletic Association (NCAA).

### **Explanation**

The Texas State University Department of Athletics will receive a one-time revenue distribution in the amount of \$626,676 from the NCAA in April 2017. This revenue distribution is intended to help Division I institutions provide greater support to their student-athletes.

The Department of Athletics intends to use the annual endowment distribution to assist with providing full cost of attendance scholarships to student-athletes. The NCAA changed its definition of a full scholarship to include expenses that meet the federal definition of cost attendance beginning with the 2015-2016 academic year. The Department of Athletics estimates the full cost of attendance increase for 2017-2018 to be above \$500,000 based on the permissible number of student-athlete scholarships that can be awarded per NCAA limits. The amount for a full cost of attendance scholarship is expected to increase annually.

The Department of Athletics will deposit \$50,000 of the one-time revenue distribution from the NCAA into a separate account. These funds will be used to cover a portion of cost of attendance scholarship expenses in fiscal year 2018. The remaining \$576,676 will be deposited into the new quasi-endowment account with the first distribution to occur in fiscal year 2019.

Per the NCAA revenue distribution guidelines, funds related to this distribution must remain identifiable and all distribution expenditures should be accurately accounted and align with the school's spending plan that is approved by the NCAA. The creation of this quasi-endowment and the intended usage are within the guidelines provided by the NCAA prior to this revenue distribution. The Department of Athletics has submitted this spending plan for approval to the NCAA and will receive an approval notification from the NCAA by May 2017.

## **TSUS: Operating Budget and Related Adjustments**

### **Recommendation**

The proposed Operating Budget and Related Adjustments for the Texas State University System components are approved.

### **Background**

In accordance with the *System Rules and Regulations, Chapter III, Section 1.3 Financial Matters, Subsection 1.32* certain budget adjustments shall be submitted to the Board of Regents for approval.

**Texas State University System  
Fiscal Year 2017 Operating Budget and Related Adjustment  
For the Period Ending February 28, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 10,796,664	\$ -	\$ -	\$ -	\$ 10,796,664
Designated	-	-	-	-	-
Auxiliary Enterprises	-	-	-	-	-
<b>Total</b>	<b>\$ 10,796,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,796,664</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 10,796,664</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 10,796,664</u>

**DESIGNATED**

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

Texas State University System

**AUXILIARY ENTERPRISES**

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

**LAMAR UNIVERSITY**  
**FISCAL YEAR 2017 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For Period Ending February 28, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 127,225,199	\$ 2,027,747	\$ (6,666,739)	-	122,586,207
Designated	90,263,511	11,884	7,586,314	-	97,861,709
Auxiliary Enterprises	45,108,611	57,009	160,725	-	45,326,345
<b>Total</b>	<b>\$ 262,597,321</b>	<b>\$ 2,096,640</b>	<b>\$ 1,080,300</b>	<b>-</b>	<b>265,774,261</b>

**EDUCATION & GENERAL**

Original Budget:	<u>127,225,199</u>
Previously Approved by Board:	<u>2,027,747</u>
Requested Budget Adjustments:	
<b><u>New Positions and Budget Increases</u></b>	
Reclassified approximately 360 FTEs salaries/benefits to Designated	<b>(6,666,739)</b>
Total Requested Budget Adjustments This Period:	<u>(6,666,739)</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>122,586,207</u>

**DESIGNATED**

Original Budget:	<u>90,263,511</u>
Previously Approved by Board:	<u>11,884</u>
Requested Budget Adjustments:	
Research Enhancement Faculty Development/ Research Initiatives	1,080,300
Reclassified 74 FTEs salaries/benefits from E&G as of 10/24/16	6,506,014
Total Requested Budget Adjustments This Period:	<u>7,586,314</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>-</u>
Adjusted Budget:	<u>97,861,709</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>45,108,611</u>
Previously Approved by Board:	<u>57,009</u>
Requested Budget Adjustments:	
Reclassified 6 FTEs salaries/benefits from E&G as of 10/24/16 to Housing	160,725
Total Requested Budget Adjustments This Period:	<u>160,725</u>
Cumulative Adjustments Approved by President:	
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>0</u>
Adjusted Budget:	<u>45,326,345</u>

**SAM HOUSTON STATE UNIVERSITY**  
**Fiscal Year 2017 Operating Budget and Related Adjustments**  
**For the Period Ending February 28, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget(2017)	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 118,154,732	\$ -	\$ -	18,937	\$ 118,173,669
Designated	\$ 124,710,412	\$ 1,959,033	\$ 795,663	1,323,136	\$ 128,788,244
Auxiliary Enterprises	\$ 55,473,885	\$ 630,296	\$ 720,925	553,821	\$ 57,378,928
Trust	-	-	-	-	-
Restricted	-	-	-	-	-
<b>Total</b>	<b>\$ 298,339,029</b>	<b>\$ 2,589,329</b>	<b>\$ 1,516,588</b>	<b>\$ 1,895,894</b>	<b>\$ 304,340,840</b>

**EDUCATION & GENERAL**

Original Budget:	\$ 118,154,732
<b>Previously Approved by Board:</b>	<b>\$ -</b>
<b>Requested Budget Adjustments:</b>	
Total Requested Budget Adjustments This Period:	-
<b>Cumulative Adjustments Approved by President:</b>	
<b>Previously Reported:</b>	\$ 18,937
Total Adjustments Approved by President This Period:	-
<b>Total Cumulative Adjustments Approved by President:</b>	<b>\$ 18,937</b>
<b>Adjusted Budget</b>	<b>\$ 118,154,732</b>



**DESIGNATED**

Original Budget:	\$ 124,710,412
<b>Previously Approved by Board:</b>	<b>\$ 1,959,033</b>
<b>Requested Budget Adjustments:</b>	
DLF Criminal Justice	\$250,500
Designated Investments	\$429,163
Advisement Fee	\$116,000
<b>Total Requested Budget Adjustments This Period:</b>	<b>\$ 795,663</b>
<b>Cumulative Adjustments Approved by President:</b>	
<b>Previously Reported:</b>	<b>\$ 978,208</b>
Designated Tuition	\$88,998
Finance Rebates	\$15,000
DLF Education	\$100,000
Finance Rebates	\$1,000
Designated Tuition	\$3,600
Executive MBA Program	\$5,000
Executive MBA Program	\$79,900
Study Abroad COBA - Germany	\$19,000
Recreation Fee	\$1,780
Advisement Fee	\$14,000
International Programs - Short Programs	\$16,650
<b>Total Adjustments Approved by President This Period:</b>	<b>\$ 344,928</b>
<b>Total Cumulative Adjustments Approved by President:</b>	<b>\$ 1,323,136</b>
<b>Adjusted Budget</b>	<b>\$ 128,788,244</b>

**AUXILIARY ENTERPRISES**

Original Budget: \$ 55,473,885

**Previously Approved by Board:** \$ 630,296

**Requested Budget Adjustments:**

Student Service Fee	\$139,000
Medical Service Fee	\$106,200
Athletic Fee	\$115,000
Athletic Fee	\$142,500
Athletic Fee	\$104,925
Athletic Fee	\$113,300

Total Requested Budget Adjustments This Period: \$ 720,925

**Cumulative Adjustments Approved by President:**

**Previously Reported:** \$ 409,496

Sam Houston Press	\$7,948
Joan Prouty Conference	\$2,000
Dining	\$5,396
Housing	\$2,000
Diplomas and Transcripts	\$17,546
Dining	\$796
Bearkat Camp	\$25,000
Student Service Fee	\$12,153
Student Service Fee	\$16,075
Bearkat OneCard	\$35,904
Center for Professional Development	\$4,000
Dining	\$8,359
Student Service Fee	\$3,186
Student Service Fee	\$3,963

Total Adjustments Approved by President This Period: \$ 144,325

**Total Cumulative Adjustments Approved by President:** \$ 553,821

**Adjusted Budget** \$ 57,378,928

**SUL ROSS STATE UNIVERSITY**  
**FISCAL YEAR 2017 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
For the Period Ending February 28, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 31,095,993	\$ -	\$ -	\$ -	\$ 31,095,993
Designated	5,199,963		-	-	5,199,963
Auxiliary Enterprises	6,105,647		-	7,134	6,112,781
Trust	-				-
Restricted	5,443,161				5,443,161
<b>Total</b>	<b>\$ 47,844,764</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,134</b>	<b>\$ 47,851,898</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 31,095,993</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 31,095,993</u>

**DESIGNATED**

Original Budget:	<u>\$ 5,199,963</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 5,199,963</u>

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 6,105,647</u>
Previously Approved by Board:	<u>\$ -</u>

**SUL ROSS STATE UNIVERSITY**

Requested Budget Adjustments:	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ 7,134
Approved This Period:	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 7,134</u>
Adjusted Budget:	<u>\$ 6,112,781</u>

**TRUST**

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

**RESTRICTED**

Original Budget:	<u>\$ 5,443,161</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	<u>-</u>
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	<u>-</u>
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 5,443,161</u>

**Texas State University**

**FISCAL YEAR 2017 OPERATING BUDGET AND RELATED ADJUSTMENTS**

For the Period Ending February 28, 2017

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	272,396,909	3,340,351	1,671,989	148,445	277,557,694
Designated	252,828,000	33,882,031	8,698,260	1,512,649	296,920,941
Auxiliary Enterprises	142,671,000	6,021,825	5,074,491	447,285	154,214,601
<b>Total</b>	<b>667,895,909</b>	<b>43,244,208</b>	<b>15,444,740</b>	<b>2,108,379</b>	<b>728,693,236</b>

**EDUCATION & GENERAL**

Original Budget: 272,396,909

Previously Approved by Board: 3,340,351

Requested Budget Adjustments:

Increase estimated income for E&G due to growth:	
Increase budget for Adjunct Faculty salaries due to growth	1,119,859
Increase budget for Benefits for adjunct salaries due to growth	391,950
Increase budget for Texas Pell Education Grant due to growth	160,180
Total E&G Growth	<u>1,671,989</u>

Total requested budget adjustments this period: 1,671,989

Cumulative Adjustments Approved by President:

Previously Reported: 72,000

Approved This Period:

Prior year carry forward for E&G	30,987
Increase budget for Speech/Hearing/Language	25,000
Increase budget for Lab Fees-Chemistry	13,141
Increase budget for Lab Fees-Biology	4,833
Increase budget for License Plate	2,484

Total adjustments approved by President this period: 76,445

Total Cumulative Adjustments Approved by President: 148,445

Adjusted Budget: 277,557,694

**DESIGNATED**

Original Budget: 252,828,000

Previously Approved by Board: 33,882,031

Requested Budget Adjustments:

Increase estimated income for Designated due to growth:	
Increase budget for Planning Reserve due to growth	2,473,811
Increase budget for Electronic Course Fee due to growth	771,000
Increase budget transfer for E&G salaries due to growth	593,989

## Texas State University

Increase budget for Financial Aid Set-Aside due to growth	592,822
Increase budget for Computer Service Fee due to growth	376,000
Increase budget for Library Fee due to growth	259,000
Increase budget for Departmental Operating Expenditures due to growth	176,378
Increase budget for TPEG due to growth	160,180
Total Designated Growth	5,403,180

Prior year carry forward for Designated Tuition accounts	1,705,779
Using Library Fee reserves for projects	430,000
Using Computer Service Fee reserves for computer replacements	300,000
Increase budget for Revenue Increasing Budget programs (51 programs)	296,096
Using TPEG reserves for Spring disbursements	228,375
Increase budget for Musical Theatre Summer Camp	121,000
Increase budget for Justice Court Training Center	113,830
Using International Education Fee reserves for scholarships	100,000

Total requested budget adjustments this period:	8,698,260
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Cumulative Adjustments Approved by President: Previously Reported:	1,047,064
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Approved This Period:

Increase estimated income for Designated due to growth:	
Increase budget for International Education Fee due to growth	45,000
Increase budget for Student Success Fee due to growth	27,000
Total Designated Growth approved by President	72,000

Increase budget Math Programs Workbook & Workshops	74,783
Increase budget for Student Publication Fee	70,000
Increase budget for USDOE Student Information Services	63,000
Increase budget for STAR Park	55,000
Increase budget for Study Abroad	33,854
Increase budget for Reciprocal Exchange Fund-Foreign Students	27,000
Increase budget for Transcripts	23,000
Increase budget for Fashion Merchandise Forum	15,000
Increase budget for College Board-SAT validity study	7,500
Increase budget for Environmental Services Fee	7,000
Increase budget for Theatre Audition Fee	5,000
Increase budget for Thornton House construction project	4,334
Increase budget for Archaeological Studies Project	2,765
Increase budget for Industrial Testing Agreements-Lumentum	2,120
Increase budget for Graduate College	1,600
Increase budget for Sponsored Programs	988
Increase budget for Texas Atlas Projects	427
Increase budget for Mathematics royalties	214

Total adjustments approved by President this period:	465,585
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Total Cumulative Adjustments Approved by President:	1,512,649
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Adjusted Budget:	296,920,941
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## Texas State University

### AUXILIARY ENTERPRISES

Original Budget:	142,671,000
Previously Approved by Board:	6,021,825
Requested Budget Adjustments:	
Increase estimated income for Auxiliary due to growth:	
Increase budget for Athletics due to growth	511,000
Increase budget for Student Service Fee due to growth	130,000
Total Auxiliary Growth to be approved by Board	641,000
Using Residential Housing reserves for ResLife Wireless Project	1,015,032
Increase budget for University Dining	987,000
Using Student Center Event Management reserves for capital projects	682,000
Increase budget for University Bookstore	500,000
Using Student Center reserves for capital projects	427,014
Increase budget for Health Center-Clinical Services	373,945
Increase budget for Campus Recreation	178,500
Increase budget for Student Center Event Management	165,000
Increase budget for Student Center Food Services	105,000
Total requested budget adjustments this period:	5,074,491
Cumulative Adjustments Approved by President:	
Previously Reported:	88,552
Approved This Period:	
Increase estimated income for Auxiliary due to growth:	
Increase budget for Campus Recreation due to growth	60,000
Increase budget for Medical Service due to growth	41,000
Increase budget for Student Center due to growth	36,000
Increase budget for ID Services due to growth	16,000
Total Auxiliary Growth approved by President	153,000
Increase budget for Campus Recreation	90,000
Increase budget for Athletics Revenue Increasing Budget accounts	70,906
Increase budget for Residential Housing	13,707
Increase budget for Dramatics	10,000
Increase budget for Auxiliary Revenue Increasing Budget accounts	9,679
Increase budget for KTSW Radio	4,500
Prior year carry forward for Student Service Fee	4,469
Increase budget for Student Diversity and Inclusion Mixtape	1,893
Prior year carry forward for Student Service	579
Total adjustments approved by President this period:	358,733
Total Cumulative Adjustments Approved by President:	447,285
Adjusted Budget:	154,214,601

**Lamar Institute of Technology**  
**Fiscal Year 2017 Operating Budget and Related Adjustment**  
**For the Period Ending February 28, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 14,161,299	\$ -	\$ -	\$ 123,970	\$ 14,285,269
Designated	6,228,166			30,103	6,258,269
Auxiliary Enterprises	2,448,260			15,903	2,464,163
Trust	-			-	-
Restricted	-			-	-
<b>Total</b>	<b>\$ 22,837,725</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 169,976</b>	<b>\$ 23,007,701</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 14,161,299</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Prior Year Encumbrance	123,970
Total Adjustments Approved by President This Period:	<u>123,970</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 123,970</u>
Adjusted Budget:	<u>\$ 14,285,269</u>

**DESIGNATED**

Original Budget:	<u>\$ 6,228,166</u>
Previously Approved by Board:	
Requested Budget Adjustments:	
None	-
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	
Approved This Period:	
Prior Year Encumbrance	30,103
Total Adjustments Approved by President This Period:	<u>30,103</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 30,103</u>
Adjusted Budget:	<u>\$ 6,258,269</u>



**Lamar Institute of Technology**

**AUXILIARY ENTERPRISES**

Original Budget:	\$ <u>2,448,260</u>
Previously Approved by Board:	\$ <u>-</u>
Requested Budget Adjustments:	-
None	-
Total Requested Budget Adjustments This Period:	\$ <u>-</u>
 Cumulative Adjustments Approved by President:	
Previously Reported:	-
Approved This Period:	-
Prior Year Encumbrance	15,903
Total Adjustments Approved by President This Period:	<u>15,903</u>
 Total Cumulative Adjustments Approved by President:	<u>\$ 15,903</u>
 Adjusted Budget:	<u>\$ 2,464,163</u>

**TRUST**

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

Lamar Institute of Technology

**RESTRICTED**

Original Budget:	<u>\$</u>	<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:	\$	-
Approved This Period:		
Prior Year Encumbrances		-
		-
Total Adjustments Approved by President This Period:		-
Total Cumulative Adjustments Approved by President:	<u>\$</u>	<u>-</u>
Adjusted Budget:	<u>\$</u>	<u>-</u>

**Lamar State College - Orange**  
**Fiscal Year 2017 Operating Budget and Related Adjustment**  
**For the Period Ending February 28, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 16,645,301	\$ 3,258,374	\$ 395,192	\$ -	\$ 20,298,867
Designated	6,018,415	330,981	-	13,673	6,363,069
Auxiliary Enterprises	820,538	-	-	-	820,538
<b>Total</b>	<b>\$ 23,484,254</b>	<b>\$ 3,589,355</b>	<b>\$ 395,192</b>	<b>\$ 13,673</b>	<b>\$ 27,482,474</b>

**EDUCATION & GENERAL**

Original Budget:	<u>\$ 16,645,301</u>
Previously Approved by Board:	<u>\$ 3,258,374</u>
Requested Budget Adjustments:	
Welding Building Renovations	<u>395,192</u>
Total Requested Budget Adjustments This Period:	<u>\$ 395,192</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	<u>-</u>
Total Adjustments Approved by President This Period:	<u>-</u>
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 20,298,867</u>

**DESIGNATED**

Original Budget:	<u>\$ 6,018,415</u>
Previously Approved by Board:	<u>\$ 330,981</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
Testing	3,673
Chancellor's Fellow	<u>10,000</u>
Total Adjustments Approved by President This Period:	<u>13,673</u>
Total Cumulative Adjustments Approved by President:	<u>\$ 13,673</u>
Adjusted Budget:	<u>\$ 6,363,069</u>

Lamar State College - Orange

**AUXILIARY ENTERPRISES**

Original Budget:	<u>\$ 820,538</u>
Previously Approved by Board:	<u>\$ -</u>
Requested Budget Adjustments:	
None	
Total Requested Budget Adjustments This Period:	<u>\$ -</u>
Cumulative Adjustments Approved by President:	
Previously Reported:	\$ -
Approved This Period:	
None	-
Total Adjustments Approved by President This Period:	-
Total Cumulative Adjustments Approved by President:	<u>\$ -</u>
Adjusted Budget:	<u>\$ 820,538</u>

**Lamar State College Port Arthur**  
**FISCAL YEAR 2017 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
**For the Period Ending February 28, 2017**

Fund	Adjustments Requiring Board Approval			Cumulative Adjustments Approved by President	Adjusted Budget
	Original Budget	Previously Approved by Board	Requested Budget Adjustments		
Education & General	\$ 13,857,018	\$ 4,060,000	\$ -	\$ 39,800	\$ 17,956,818
Designated	4,223,688	26,650	34,000	45,251	4,329,589
Auxiliary Enterprises	1,979,970	-	(200,000)	1,904	1,781,874
<b>Total</b>	<b>\$ 20,060,676</b>	<b>\$ 4,086,650</b>	<b>\$ (166,000)</b>	<b>\$ 86,955</b>	<b>\$ 24,068,281</b>

**EDUCATION & GENERAL**

Original Budget:	<u><u>\$ 13,857,018</u></u>
Previously Approved by Board:	<u>4,060,000</u>
Requested Budget Adjustments:	
Total Requested Budget Adjustments This Period:	<u><u>-</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>18,000</u>
Approved This Period:	
HEF Banquet Room Remodel	8,000
HEF Cosmetology Workstations	13,800
Total Adjustments Approved by President This Period:	<u><u>21,800</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>39,800</u></u>
Adjusted Budget:	<u><u>\$ 17,956,818</u></u>

**DESIGNATED**

Original Budget:	<u><u>\$ 4,223,688</u></u>
Previously Approved by Board:	<u>26,650</u>
Requested Budget Adjustments:	
Increase Workforce Budget due to Revenue Collections	34,000
Total Requested Budget Adjustments This Period:	<u><u>34,000</u></u>
Cumulative Adjustments Approved by President:	
Previously Reported:	<u>24,418</u>
Approved This Period:	
Increase Institutional Support	5,600
Increase Human Resource Advertising Budget	5,000
Increase Workforce Budget due to Revenue Collections	10,233
Total Adjustments Approved by President This Period:	<u><u>20,833</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>45,251</u></u>

**Lamar State College Port Arthur**  
**FISCAL YEAR 2017 OPERATING BUDGET AND RELATED ADJUSTMENTS**  
**For the Period Ending February 28, 2017**

Adjusted Budget:	<u><u>\$ 4,329,589</u></u>
<b>AUXILIARY ENTERPRISES</b>	
Original Budget:	<u><u>\$ 1,979,970</u></u>
Previously Approved by Board:	_____
Requested Budget Adjustments:	_____
Decrease for project funds from Student Service Fees	<u>(200,000)</u>
Total Requested Budget Adjustments This Period:	<u><u>(200,000)</u></u>
Cumulative Adjustments Approved by President:	_____
Previously Reported:	<u><u>1,904</u></u>
Approved This Period:	_____
Sports Program Uniform and Supplies	_____
Total Adjustments Approved by President This Period:	<u><u>-</u></u>
Total Cumulative Adjustments Approved by President:	<u><u>1,904</u></u>
Adjusted Budget:	<u><u>\$ 1,781,874</u></u>

CONSENT – PLANNING AND CONSTRUCTION

## **EXECUTIVE SUMMARY**

### **Planning and Construction Report**

#### **May 2017**

Following this Executive Summary are the following items:

1. Spreadsheet summarizing the status of TSUS capital projects as of April 7, 2017.
2. Brief summaries of project status for each TSUS project, listed by Component and current phase of project.
3. Final Report for the New Women's Softball Field at Lamar University.
4. Final Report for the Bobcat Trail Mall Redevelopment project at Texas State University.
5. Final Report for the JC Mitte/Sabinal Renovation at Texas State University.
6. Final Report for the Jones Dining Hall Renovation at Texas State University.

The spreadsheet reflects little change in overall project volume from the previous report, as many major projects remain under construction. TSUS presently has fifteen projects valued at approximately \$390 million in the planning stage, down approximately 6% from the previous calendar quarter. Twelve

projects are in design, valued at approximately \$164 million, a 30% increase over the previous quarter, due largely to a significant project at Sam Houston moving into the design phase. Fifteen projects valued at approximately \$523 million are in various stages of construction prior to substantial completion, virtually unchanged from the figure reported in February. Currently, excluding projects that have reached substantial completion, we have approximately \$1.08 billion in projects in planning, design or construction that are moving forward, an increase of approximately 1.6% from the previous calendar quarter. Of this number, twenty-seven projects valued at \$787 million are currently in design or construction. The preceding summary excludes most projects under \$1 million that are proceeding under Presidential authority.



May, 2017  
 TSUS Capital Projects (funding identified)

Data is as of April 7, 2017

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	TA Buildings Renovation/Replacement	\$ 15,723,701.00	7-Construction	August, 2016	August, 2017	
LIT	Utility Corridor	\$ 1,661,497.00	8-Close-out	Fall, 2015	February, 2017	
LIT	Technology Training and Education Buildings	\$ 2,790,000.00	8-Close-out	June, 2012	August, 2013	LIT has yet to submit a final report on this project.
LSC-O	Multipurpose Education Building	\$ 12,323,431.00	7-Construction	May, 2016	July, 2017	
LSC-PA	Industrial Technology Center	\$ 12,818,000.00	7-Construction	October, 2016	August, 2017	
LU	Cardinal Village Annual Refurbishment	\$ 3,200,000.00	6-Construction Documents	May, 2017	August, 2017	
LU	Classroom, Office and General Building Upgrades	\$ 1,700,000.00	6-Construction Documents	May, 2017	Fall, 2017	
LU	Unit Operations Lab Renovation	\$ 1,800,000.00	6-Construction Documents	TBD	October, 2017	
LU	Mary & John Gray Library Renovation/Starbucks	\$ 1,500,000.00	6-Construction Documents	TBD	October, 2017	Includes some work funded by Chartwells.
LU	New Science & Technology Building	\$ 60,000,000.00	6-Construction Documents	May, 2017	November, 2018	
LU	Renovation of Setzer Student Center	\$ 29,944,948.00	7-Construction	Fall, 2016	January, 2018	
LU	Regional Center for Innovation and Commercialization	\$ 11,110,500.00	8-Close-out	January, 2016	November, 2016	Grand Opening held on April 5, 2017.
LU	Wayne A. Reaud Administration Building	\$ 25,028,340.00	8-Close-out	October, 2014	September, 2016	Building occupied; punch list work is expected to be complete in May 2017.
LU	New Women's Softball Field	\$ 1,795,514.00	8-Close-out	October, 2014	August, 2015	Final Report accompanies the materials for the May 2017 Board meeting.
SHSU	Coliseum Parking Structure	\$ 10,000,000.00	2-Programming	TBD	TBD	Programming complete
SHSU	North Residential District	\$ 60,616,724.00	2-Programming	TBD	TBD	Programming complete
SHSU	North Residential District Parking Structure	\$ 10,000,000.00	2-Programming	TBD	TBD	Programming complete
SHSU	Art Complex and Associated Infrastructure	\$ 42,000,000.00	4-Schematic Design	TBD	July, 2019	
SHSU	Lowman Student Center Addition	\$ 42,900,000.00	6-Construction Documents	TBD	November, 2018	
SHSU	Thomason Building Re-Purpose	\$ 8,200,000.00	7-Construction	February, 2017	December, 2017	
SHSU	Biology Laboratory Building	\$ 65,000,000.00	7-Construction	June, 2016	Summer, 2018	
SHSU	Fred Pirkle Engineering Technology Center	\$ 22,000,000.00	7-Construction	March, 2015	November, 2016	Public art installation is pending.
SHSU	South Residence Complex	\$ 67,400,000.00	7-Construction	June, 2015	June, 2017	
SHSU	Bernard Johnson Coliseum Renovation	\$ 12,344,977.00	8-Close-out	March, 2016	November, 2016	
SHSU	South Dining	\$ 15,131,295.00	8-Close-out	July, 2015	December, 2016	
Sul Ross	Museum of the Big Bend Annex	\$ 8,000,000.00	2-Planning	TBD	TBD	
Sul Ross	Campus Access (Phase III)	\$ 2,500,000.00	4-Schematic Design	TBD	TBD	
Sul Ross	University Visitor Center	\$ 945,000.00	4-Schematic Design	TBD	TBD	
Sul Ross	Texas Native Seed Research Center (Phase I)	\$ 300,000.00	5-Design Development	TBD	TBD	
Sul Ross	Campus Access (Phase II)	\$ 2,101,000.00	5-Design Development	TBD	November, 2017	
Sul Ross	Campus Access (Phase I)	\$ 1,400,000.00	7-Construction	January, 2016	February, 2017	Accessibility issues and punch list items are being addressed.
Sul Ross	Jackson Field Turf	\$ 750,000.00	8-Close-out	May, 2016	July, 2016	
Sul Ross	Motion Capture Lab	\$ 400,000.00	8-Close-out	September, 2015	April, 2016	
Sul Ross	Recreational Sports Facility	\$ 1,600,000.00	8-Close-out	February, 2016	June, 2016	
TxST	Alkek Library 7th Floor Wittliff Collections Expansion	\$ 7,400,000.00	2-Programming	TBD	TBD	
TxST	Alkek Library Learning Commons - Phase One	\$ 10,862,895.00	2-Programming	TBD	TBD	
TxST	DHRL Hilltop Complex	\$ 150,000,000.00	2-Programming	TBD	TBD	Revised programming is the next step.

TxST	Elliott Hall Repurposing	\$ 6,500,000.00	2-Programming	TBD	TBD	Pending inclusion on the CIP.
TxST	Health Professions Building Space Reconfigurations	\$ 5,400,000.00	2-Programming	Summer, 2018	Summer, 2019	
TxST	Hines Structural Improvements	\$ 6,000,000.00	2-Programming	TBD	TBD	
TxST	Ingram School of Engineering Structures Testing Lab	\$ 12,000,000.00	2-Programming	TBD	TBD	
TxST	Jowers Renovation	\$ 3,500,000.00	2-Programming	TBD	TBD	
TxST	RF Mitte Building Space Reconfigurations	\$ 5,400,000.00	2-Programming	Summer, 2018	Summer, 2019	
TxST	DHRL Blanco Hall Renovations	\$ 47,300,000.00	3-Procurement	TBD	TBD	
TxST	LBJ Student Center Expansion	\$ 47,600,000.00	3-Procurement	TBD	TBD	
TxST	Alkek Library Renovations	\$ 14,024,925.00	7-Construction	September, 2015	June, 2017	
TxST	Archives and Research Center	\$ 15,415,900.00	7-Construction	March, 2016	Summer, 2017	Formerly known as Library Repository
TxST	DHRL Retama Hall Renovations	\$ 10,937,378.00	7-Construction	June, 2016	Summer, 2017	
TxST	Engineering and Science Building	\$ 120,000,000.00	7-Construction	TBD	July, 2018	
TxST	LBJ Student Center Renovation	\$ 20,070,000.00	7-Construction	TBD	May, 2018	
TxST	Round Rock Health Professions 1	\$ 67,500,000.00	7-Construction	TBD	May, 2018	
TxST	University Event Center Expansion	\$ 62,500,000.00	7-Construction	TBD	September, 2018	
TxST	Bobcat Trail Mall Redevelopment	\$ 4,994,694.00	8-Close-out	June, 2014	September, 2016	Final Report accompanies the materials for the May 2017 Board meeting.
TxST	DHRL: Moore Street Housing	\$ 59,834,337.00	8-Close-out	June, 2014	June, 2016	Complete and in use. Public art installation is pending.
TxST	Electrical Infrastructure Upgrades	\$ 11,800,000.00	8-Close-out	January, 2012	May, 2016	
TxST	JC Mitte/Sabinal Renovations	\$ 8,985,905.00	8-Close-out		August, 2016	Final Report accompanies the materials for the May 2017 Board meeting.
TxST	Jones Dining Hall Renovation	\$ 17,387,101.00	8-Close-out	December, 2014	April, 2016	Final Report accompanies the materials for the May 2017 Board meeting.
TxST	RF Mitte Renovations	\$ 2,750,000.00	8-Close-out	June, 2014	August, 2016	
TSUS	O. Henry Hall Renovation	\$ 4,985,000.00	6-Construction Documents	August, 2017	December, 2017	

**TOTAL: \$ 1,278,133,062.00**

**May 2017**

**TSUS Projects Not Currently Moving Forward (funding not yet identified)**

Component	Project Name	Est. Cost	Phase	Construction Start	Construction Finish	Notes
LIT	Student Service Learning Center	\$ 24,040,200.00	On hold - funding	TBD	TBD	Programming complete.
TxST	Music Building	\$ 61,365,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in March 2015.
TxST	RRHEC #4 (Health Professions 2)	\$ 45,000,000.00	On hold - funding	TBD	TBD	Programming complete. Project cost updated in March 2015.

**TOTAL: \$ 130,405,200.00**

## Detailed Breakdown

Project Phase	Number of Projects	Total Project Value	Percent of Total
Planning/Programming	15	\$ 390,579,619.00	30.56%
Design (pre-Board approval)	1	\$ 42,000,000.00	3.29%
Design (post-approval)*	11	\$ 121,931,000.00	9.54%
Construction**	15	\$ 523,258,283.00	40.94%
Post-substantial completion***	17	\$ 200,364,160.00	15.68%
<b>TOTAL:</b>	<b>59</b>	<b>\$ 1,278,133,062.00</b>	<b>100%</b>

\*Includes projects approved at Chancellor and Presidential levels

\*\*See chart below for detail

\*\*\*Includes projects in close-out

## Projects In Construction

FY	Number of Projects	Total Project Value	Percent of Total
Completion FY 2017	8	\$ 150,043,335.00	28.67%
Completion FY 2018	6	\$ 310,714,948.00	59.38%
Completion FY 2019	1	\$ 62,500,000.00	11.94%
<b>TOTAL:</b>	<b>15</b>	<b>\$ 523,258,283.00</b>	<b>100%</b>

**Lamar Institute of Technology  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

1) Student Service Learning Center

Programmer: Facility Programming & Consulting Est. Cost: \$24,040,200

Phase 3 of 3 of the Programming is 100% complete. Programming has been approved by the Institute. This project is on the Capital Improvements Program and is on hold pending funding.

**II. Design and Construction Document Phase**

N/A

**III. Construction Phase**

2) TA Buildings Renovations/Replacement

Architect: PBK Architects, Inc. Est. Cost: \$15,723,701  
Contractor: SETEX Construction Corp. Est. Completion: August 2017

In keeping with the Institute's master plan, this project is a 38,298 square foot, two story building that will provide instructional spaces for the growing diverse student body. The preservation and renovation of the existing glycol unit will offer students a hands-on instructional experience. Tuition Revenue Bond funding in the amount of \$12,500,000 was obtained for this project. Design Development documents and total project cost were approved at the May 2016 Board meeting. Construction began on September 26, 2016. Currently, the under slab utilities, grade beams, and slab are complete. Construction of the steel structure will begin shortly. New chillers have been set and were placed into service in late January. Progress continues to move forward and quickly. Interior walls, HVAC ducts and overhead plumbing have started construction on the 2nd floor. The roof has received light weight concrete and the high roof has first layer of waterproof membrane. The roof drains are being connected and are close to being tested. The air barrier has been applied to roughly 40% of the exterior sheathing. The main stair case has been installed.

3) Utility Corridor for the Renovation/Replacement of TA Buildings

Architect: PBK Architects Est. Cost: \$1,661,497  
Contractor: SETEX Construction Corp. Completion: February 2017

This project reroutes all electrical service and chilled water lines for two existing buildings in preparation for the Technical Arts building project. Substantial completion occurred on February 9, 2017.

4) The Technology & Training and Education Buildings

Architect: LaBiche Architects

Est.Cost: \$2,790,000

Contractor: SETEX Construction Corp.

Completion: August 12, 2013

The project was completed August 12, 2013. The buildings were dedicated in a ceremony on October 2, 2013 and named the Tommy Williams Technology Training and Education Buildings. No close-out documents have been submitted to the System Office.

**IV. Completed Projects**

N/A

**Lamar State College-Orange  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

N/A

**II. Design and Construction Document Phase**

N/A

**III. Construction Phase**

1) Multipurpose Education Building

Architect: PBK Architects, Inc.

Est. Cost: \$12,323,431

Contractor: SpawGlass Construction Corp.

Est. Completion: July 2017

The Multipurpose Education Building will contain educational classroom space for the Mathematics, College Success, and Leisure Learning departments. The building will also include a large meeting space for multipurpose functions. The building is a two story building similar in style to the recently constructed Nursing/Classroom building. Structural steel erection is 100% complete. The second floor deck, parking lot and fire lane have been poured/installed. Exterior metal framing installation is almost complete. Sheathing, waterproofing and window framing detail are almost complete. Masonry installation has begun on the east side of the building. The project is within the budget and is on schedule for completion in July of 2017.

**IV. Completed Projects**

N/A

**Lamar State College-Port Arthur  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

N/A

**II. Design and Construction Document Phase**

N/A

**III. Construction Phase**

1) Industrial Technology Center

Architect: Johnston, LLC	Est. Cost: \$12,818,000
Contractor: SpawGlass Construction Corp	Est. Completion: August 2017

The project is currently six months into construction. The project has received substantial rainfall but remains on schedule at this time. Interior walls are 80% complete and the exterior sheathing is 60% complete. Domestic waterline is complete. Roof is underway with projected completion at the end of April. Building dry-in is set for May 4, 2017.

**IV. Completed Projects**

N/A

**Lamar University  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

**II. Design and Construction Document Phase**

1) Cardinal Village Annual Refurbishment

Architect: PDG Architects  
Contractor: TBD

Est. Cost: \$3,200,000  
Est. Completion: August 2017

Planning has begun for the second phase of the planned multi-year refurbishment. Lamar has elected to combine the phases planned for the 2017 and 2018 into a single project in the summer of 2017, renovating interior finishes and exterior corridors in two of the residence halls, Combs and Morris Halls. Construction documents were issued in late March and contractor bids are due the third week of April. Construction will commence on May 15 and is scheduled for Substantial Completion in mid-August.

2) Classroom, Office and General Building Upgrades 2017

Engineer: Dabhi Engineers  
Contractor: TBD

Est. Cost: \$1,700,000  
Est. Completion: Fall 2017

Construction documents are complete and bids have been received for upgrades to common area lighting in eight academic buildings. Of the areas affected, approximately 70% of the scope entails replacement of fluorescent lamps with high efficiency LED lamps in existing fixtures, while the remaining 30% will be complete replacement of older inefficient fluorescent or incandescent fixtures with LED fixtures. The areas affected in each building include classrooms, labs, conference rooms, restrooms and other common areas. Due to funding limitations, at this time the scope does not entail lighting upgrades in private offices. Work is estimated to begin in May and expected to be complete in the fall of 2017.

3) Mary & John Gray Library Renovation/Starbucks

Architect: PDG Architects  
Contractor: TBD/Chartwells

Est. Cost: \$1,500,000  
Est. Completion: October 2017

This project entails renovation and modernization of the lobby of the Mary & John Gray Library in the heart of the Lamar campus. The library was constructed in the 1970s and has not received significant upgrades since then. A new central entrance will be created with new storefront systems. Lobby finishes and building systems will be upgraded and the circulation desk will be reconfigured and relocated. One third of the lobby has been reserved for construction of a Starbucks coffee shop. Lamar's food service vendor, Chartwells, is funding and will manage the build-out of the



Starbucks with their own contractor. The Starbucks build-out is estimated to cost \$650,000 of the total project budget. Additionally, the current exit routes from upper floors in the library are no longer code compliant. The renovation will bring two of the stairwells and related building exits up to current code requirements. The construction documents for the Lamar portion of the project are 100% complete and proposals from contractors are due on April 21.

4) Music Annex Building

Architect: PDG Architects	Est. Cost:	N/A
Contractor: TBD	Est. Completion:	TBD

The project in its current iteration has been cancelled until Lamar can re-assess departmental programming needs, proposed location and funding allocation.

5) Unit Operations Lab Renovation

Architect: VLK Architects	Est. Cost:	\$1,800,000
Contractor: TBD	Est. Completion:	October 2017

The project was added to the Capital Improvements Program at the February 2017 Board of Regents meeting. This project entails the renovation of approximately 3,200 sq. ft. of laboratory space in the Lucas Engineering Building for the Department of Chemical Engineering's Unit Operations Lab. The existing lab was built in the late 1950's for other purposes and has not undergone a major renovation since. The Unit Operations Laboratory, created in 1978, has introduced scores of chemical engineering students to various types of industrial units, including distillation, absorption and cooling towers, as well as heat exchangers and gas separation membrane units. Advances in technology and automation, and the need to simulate the challenges facing the chemical process industry today, make upgrading the laboratory an urgent need. The old space will be completely gutted and fully renovated with new building systems to comply with current building and life safety codes, as well as to accommodate the equipment planned for the space, including a distillation system to teach mass and energy balance, a shell & tube heat exchanger, a gas absorption system, membrane ultrafiltration system and modification of the existing fluid flow system. Construction documents are 100% complete and contractor proposals are due on April 13.

**III. Construction Phase**

6) New Science & Technology Building

Architect: M. Arthur Gensler Jr. and Associates	Est. Cost:	\$60,000,000
Contractor: Vaughn Construction	Est. Completion:	November 2018

Lamar University received Tuition Revenue Bond authorization from the Texas Legislature in the spring of 2015 to plan, design, and construct a new Science & Technology building, the first academic building to be constructed on Lamar's campus in several decades. The new facility will allow Lamar University to better serve student and faculty across all science disciplines and form strategic

partnerships for various research initiatives. The building will be approximately 83,000 gross square feet and will include multiple upper level biology instructional labs, interdisciplinary flexible research labs, an innovation space to build and prototype special projects focused on energy, sustainability, medical devices and global health at the undergraduate level, a multipurpose space, faculty offices, a senior leadership suite with lab and building support spaces, and an exterior greenhouse. It will be located on a highly visible, prominent site on the south end of campus. As a platform for research creativity, this new facility will embody a new paradigm for interaction, instruction, and research at Lamar University. The Guaranteed Maximum Price was approved in March and Vaughn Construction began mobilization at the south central plant immediately thereafter. Vaughn will take control of the building site on May 6.

7) Renovation of Setzer Student Center

Architect:	Kirksey Architecture	Est. Cost:	\$29,944,948
Contractor:	Skanska USA Building, Inc.	Est. Completion:	January 2018

This project entails selective demolition of older portions of the building that cannot be effectively repurposed, as well as renovation to the majority of the existing Setzer Student Center. A limited amount of new construction, including a new Quad façade, enhancements to the east façade to highlight the building entrance, and the introduction of more natural light, is also planned. The scope also includes replacement or upgrades to all major building systems, including HVAC controls and distribution, electrical service, security systems, voice/data/AV systems, fire alarm, and a new sprinkler system. The renovated building will include office spaces for Setzer Center administration and student organizations including SGA offices, multiple meeting rooms and student lounge areas, a revitalized dining room and new food service options, and a flexible multi-purpose room with pre-function space. Skanska mobilized in November. All abatement and demolition is complete, overhead rough-ins are ongoing, ductwork installation has begun and interior partition framing is underway. Contaminated soils were discovered where the new addition will be located. Soils have been tested and are in the process of being remediated and disposed of according to their hazardous classification. All construction float was consumed first for the remediation but it is estimated that this issue will result in a four-day extension to the project schedule. The overall percentage of construction completion is about 15%.

8) Regional Center for Innovation and Commercialization

Programming/Architect:	Long Architects Inc.	Est. Cost:	\$11,110,500
Contractor:	BE&K Building Group	Completion:	February 2017

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 Lamar University campus 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 is approximately 20,615 square feet and includes classrooms, offices, and necessary service areas and infrastructure. In August 2014, the Board of Regents authorized the University to provide up to \$1 million in additional funding for this project if necessary. Substantial Completion was achieved on November 30, 2016. The building is now occupied and in use for its intended purpose. The Grand Opening was held on April 5. The punch list and TDLR corrections are nearing completion and final close-out of the project is underway.

9) Wayne A. Reaud Administration Building (Formerly Brooks-Shivers Renovation)

Architect: PageSoutherlandPage, LLC                      Est. Cost:                      \$25,028,340  
Contractor: SpawGlass Construction Corp.                      Completion: September 26, 2016

The Wayne A. Reaud Administration Building houses the Lamar University President's Office, including all administrative support personnel that are under the President, Institutional Research & Reporting, Honors Student Program, general faculty and staff offices, an event lounge, a new campus data center and IT department offices, and a conference center. The project also includes new parking for staff and visitors, as well as a landscaped plaza for University events. Substantial Completion for the interiors was achieved on August 26, 2016 and for the exteriors on September 26, 2016, with a few specific items achieving completion on other various dates. The building is fully occupied and the team is working to achieve final completion of all remaining close-out items in May. The project is under budget due to buy-out savings and unused construction contingency.

#### IV. Completed Projects

10) Softball Field

Architect: Brown Reynolds Watford Architects                      Cost:                      \$1,798,414  
Contractor: ALLCO, LLC.                      Completion: August 3, 2015

This softball complex, designed to meet National College Athletic Association Division 1 standards, includes a lighted, natural grass field, seating for 400 to 500 spectators, hitting/pitching practice facilities, and a storage facility. The Final Report accompanies the materials for the May 2017 Board meeting.

**Sam Houston State University**  
**Summary**  
**(as of April 7, 2017)**

**I. Project Planning & Programming**

1) Coliseum Parking Structure

Programmer: Facilities Programming and Consulting      Est. Cost:      \$10,000,000

Programming is complete for the 500 car parking structure to be located adjacent to the Bernard Johnson Coliseum. This will address the ADA issues to the Coliseum as well as alleviate the parking congestion on the south side of campus.

2) North Residential District

Programmer: Facilities Programming and Consulting      Est. Cost:      \$60,616,724

Programming is complete on Phase 2 of the North Residential District for the additional beds needed per the 2012 Master Plan Update. It will include another residence hall on the north side for 600 beds with both single and shared units. The 500 car parking structure project has been relocated to the center of campus immediately west of the Bernard Johnson Coliseum to accommodate more pressing parking requirements and will be removed from this project's scope.

3) North Residential District Parking Structure

Programmer: Facilities Programming and Consulting      Est. Cost:      \$10,000,000

Programming is complete for the 500 car parking structure as an alternate to surface parking for the North Residential District. This also includes space for a future Transportation office.

**II. Design and Construction Document Phase**

4) Art Complex and Associated Infrastructure

Architect: Kirksey / Gund Partnership      Est. Cost:      \$42,000,000  
Contractor: SpawGlass      Est. Completion: July 2019

Schematic design kicked off March 28, 2017 for 71,000 gross square foot fine arts facility. Relocating the Arts to the eastern side of the campus will create a strong arts program and accommodate future growth. The program allots three quarters of the building space to studios and instructional space while academic support is provided through galleries, a multipurpose room and faculty offices. The east plant capacity will be expanded along with the infrastructure distribution system as part of this project.

### III. Construction Phase

#### 5) Lowman Student Center Addition

Architect: EYP, Inc. Est. Cost: \$42,900,000  
Contractor: Vaughn Construction Est. Completion: November 2018

Programming began on June 22, 2012 to expand and selectively renovate the Lowman Student Center to provide additional space for the services and activities that support student life. The expansion is planned to be located on the former Smith-Kirkley Hall site. The October 2012 student referendum vote was successful for this project. The Design Development submittal was approved at the November 2016 Board of Regents meeting. The Guaranteed Maximum Price Proposal was approved and Construction Documents are complete. Subcontractor proposals are due April 13, 2017.

#### 6) Thomason Building Re-Purpose

Architect: PBK Architects, Inc. Est. Cost: \$8,200,000  
Contractor: SpawGlass Construction Corp. Est. Completion: December 2017

The existing occupants of the Thomason Building moved to the new Fred Pirkle Engineering Technology Center. The design reconfigures the interior spaces to support conversion from academic to administrative space, as well as renovations to bring this 1952 building up to current building, life-safety, and accessibility requirements and to address aging building systems. The Design Development submittal was approved at the November 2016 Board of Regents meeting. Construction started on February 6, 2017, and is 12% complete.

#### 7) Biology Laboratory Building

Architect: HDR Architects with Team Hoke Est. Cost: \$65,000,000  
Contractor: J. T. Vaughn Construction Est. Completion: Summer 2018

The building will be funded by a Tuition Revenue Bond, and is proposed to include biology laboratories, with instructional, research and administrative areas for Biology. The building is proposed to contain approximately 97,050 gross square feet. The Design Development documents and total project cost were approved by the Board of Regents at the May 2016 meeting. Construction started on June 13, 2016 and is 18% complete.

#### 8) Fred Pirkle Engineering Technology Center

Architect: The Lawrence Group Architects Est. Cost: \$22,000,000  
Contractor: The Whiting-Turner Contracting Co. Completion: November 16, 2016

This 53,000 gross square foot facility provides an emphasis on specialized instructional capabilities for a mix of engineering technology labs (e.g., prototype production/innovation, electrical, environmental design / sustainability, "solar" outdoor terrace) and agricultural science instruction labs (e.g., wildlife/physiology, animal science research). Distributed gathering spaces with exhibits from the works

of Fred Pirkle and a showcasing of the technologies being taught in the facility will be interwoven throughout the facility. Construction is 100% complete with public art installations pending.

9) Bernard Johnson Coliseum Renovation

Architect: PBK Sports Architects	Est. Cost: \$12,344,977
Contractor: White Construction Company	Completion: November 2016

Extensive mechanical, electrical, plumbing renovation was needed as the original systems were still in place. Locker room and restroom improvements along with replacement and addition of retractable seats and life safety compliance concerns have been addressed through this project scope. Construction is 100% complete.

10) South Dining

Programmer/Architect: Kirksey Architects	Est. Cost: \$15,131,295
Contractor: BE&K Building Group	Est. Completion: December 22, 2016

This 29,000 gross square foot food service/dining facility is located adjacent to the existing South Paw Dining as an enhancement to support the south food service capacity. The existing bakery and food service offices have been moved from the Belvin basement to the new facility. The expansion is located over an existing parking lot. Construction is 100% complete, South Dining was renamed General's Market and soft opening occurred March 13, 2017. Financial close is in process.

11) South Residence Complex

Architect: Stantec /Treanor Architects	Est. Cost: \$67,400,000
Contractor: SpawGlass Contractors, Inc.	Est. Completion: June 2017

The project includes construction of a Living & Learning Community including 700-bed residence halls of approximately 233,000 gross square feet each. Large open green spaces and pedestrian walkways will provide ample access in both directions. The project will include a chiller plant and associated infrastructure to support the residence halls. The project is intended to create the south residential district of the Sam Houston campus. A Notice to Proceed with Construction was issued on July 6, 2015. South Residence Complex was renamed Piney Woods Hall. Construction is 90% complete.

#### IV. Completed Projects

N/A

**Sul Ross State University  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

1) Museum of the Big Bend Annex

Architect: TBD  
Contractor: TBD

Est. Cost: \$8,000,000  
Est. Completion: TBD

The Museum of the Big Bend is seeking to construct an annex. The annex would be located on the main campus directly behind the current museum and will include space for three exhibit areas to feature Yana & Marty Davis Map Collection, Tom Lea Regional Southwestern Art and an Archaeology Gallery that would feature the Livermore Cache in collaboration with findings from the Center for Big Bend Studies. Also included in the annex would be additional secure collection storage and facilities to expand the adult and children's educational programs. A Request for Qualifications for Conceptual Design Services has been posted.

**II. Design and Construction Document Phase**

2) Texas Native Seed Research Center (Phase I)

Architect: Vandergriff Group (IDIQ)  
Contractor: TBD

Est. Cost: \$300,000  
Est. Completion: TBD

As envisioned in the 2011 Master Plan, the Texas Native Seed Research Center is Phase I of the Borderlands Research Institute (BRI). The center will be located on the proposed BRI site and will be an integral part of the education, research, and outreach mission of the University. Specifically, the center will provide opportunities for students to play an active role in the propagation and restoration of rangelands on private and public lands in west Texas. This project will be completed in three phases. The schematic design phase has been completed and procurement of a contractor is underway.

3) Campus Access (Phase II)

Architect: ARTchitecture (IDIQ)  
Contractor: TBD

Est. Cost: \$2,101,000  
Est. Completion: November, 2017

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. The Campus Access II project addresses a walkway north of the Fine Arts Building to complete the pathway from Phase I, a plaza gathering space in front of Morelock Academic Building, enhancements to the circular drive in front of Briscoe Administration Building and landscaping improvements in front of the Fine Arts Building. This project is in the Design Development phase.

4) Campus Access (Phase III)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$2,500,000
Contractor: TBD	Est. Completion:	TBD

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. The Campus Access III project will better join the southeast end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, incorporating way finding, student gathering sites and include an outdoor classroom and walking/jogging trail. We are currently in the schematic design phase.

5) University Visitor Center

Architect: Vandergriff Group (IDIQ)	Est. Cost:	\$945,000
Contractor: TBD	Est. Completion:	TBD

As envisioned in the 2011 Master Plan, the new University Visitor Center will provide campus visitors and prospective students an easy-to-find gathering place for campus tours, University information and a variety of helpful resources when arriving on campus. The visitor center will be approximately 3,000 gross square feet to include a general information area, staff offices and conference/video room. The facility will be located southwest of Lawrence Hall near the campus' main entrance. The location allows it to be seen as visitors enter the campus off of East Highway 90, as well as the west entrance on E. Sul Ross Avenue. Vandergriff Group has replaced the architect previously under contract and is providing design services.

### III. Construction Phase

6) Campus Access (Phase I)

Architect: ARTchitecture (IDIQ)	Est. Cost:	\$1,400,000
Contractor: Pride General Contractors	Est. Completion:	February, 2017

As envisioned in the 2011 Master Plan, the Campus Access Project will be completed in three phases. The Campus Access I project will better join the east end of campus to the main campus utilizing landscaping, pedestrian paths/walkways, vehicular traffic surfaces incorporating way finding, and student gathering sites. This project also includes the North Quadrangle Improvements and the inclusion of the Big Bend Law Enforcement Memorial monument. The project is 98% complete. Accessibility and design deficiencies are currently being corrected by Pride General Contractors.

7) Jackson Field Turf

Architect/Contractor: Hellas Construction	Est. Cost:	\$750,000
	Completion:	July, 2016

Jackson Field serves as the university football field and is used by the university and region for football and other purposes. The project includes a new artificial turf



surface, new fencing, new goal posts and end zone and mid field logos. The project is 100% complete and we are awaiting final close-out.

8) Recreational Sports Facility

Architect/Contractor: Hellas Construction	Est. Cost:	\$1,600,000
	Completion:	June 2016

The facility, which is located within the Jackson Field complex between the Football Field and Track, features an artificial turf field permanently striped and lighted for 7-on-7 flag football, 4-on-4 flag football, kickball, softball, soccer, ultimate Frisbee, and other sports. It also provides a 90-yard football field for varsity practice. Students and the Board of Regents approved Recreational Fee and Athletic Fee increases to fund the project. The project is 100% complete and we are awaiting final close-out.

9) Motion Capture Lab

Architect: PBK Architects, Inc.	Est. Cost:	\$400,000
Contractor: Noble General Contractors	Completion:	April 2016

This structure is intended as a classroom and laboratory production space to expand curriculum and increase student enrollment for motion capture and video production classes as listed in the CSAT degree plan. Motion Capture, Basic Video Production, Advanced Video Production, Basic Audio Production, Advanced Audio Production, and Acting for Animators will all use this space. The project is in closeout phase. The 11-month inspection found that the septic system was damaged during construction. Noble General Contractors is correcting the damage.

**IV. Completed Projects**

N/A

**TSUS  
Summary  
(as of April 7, 2017)**

**I. Project Planning & Programming**

N/A

**II. Design and Construction Document Phase**

1) O. Henry Hall Renovations

Architect: The Lawrence Group Architects of Austin, Inc. Est.Cost: \$4,985,000.00  
Contractor: Flynn Construction, Inc. (Construction  
Manager-At-Risk) Est. Completion: January 2018

Guaranteed Maximum Price from the Contractor has been accepted as in alignment with the budget for the project. Critical bids related to window restoration and the HVAC equipment are in process. U.T. facilities leadership has advised the System Office that the building will be turned over to the System by August 15, 2017 which is approximately a month later than anticipated in order to attempt to complete the project by the end of the 2017 calendar year. System Office will continue to closely watch the progress of the U.T. System project to optimize the start of the renovation effort at O. Henry Hall. Currently, the projected interior substantial completion date is December 8, 2017 with move-in activities to be completed by the Christmas holidays. Exterior substantial completion related to the window restoration will occur in late January 2018. The System plans to be operating from O. Henry Hall upon return from the Christmas holidays.

The scope includes exterior modifications such as the window and door restoration as well as external signage that will be placed on the building face at Colorado and Sixth Street, as well as the HVAC Cooling Tower enclosure on the northeast side of the building. In addition, the project consists of a modernized kitchen to meet current health standards.

**III. Construction Phase**

N/A

**IV. Completed Projects**

N/A





8) Ingram School of Engineering Structures Testing Laboratory (Infrastructure Research Laboratory)

Programmer: Facility Programming & Consulting Est. Cost: \$12,000,000

The Ingram School of Engineering Structures Testing Laboratory is on the CIP. The name is to be changed to Infrastructure Research Laboratory. This project is targeted to be operational in time for the new Civil and Environmental Engineering programs which will begin in fall 2019. The laboratory design will allow the testing of full size highway bridge girders and may include both a strong wall and strong floor areas. The Architectural Space Program is underway by Facility Programming & Consulting and is targeted for completion and approval in April 2017.

9) Jowers Renovation

Programmer: TBD Est Cost: \$3,500,000

Athletics will relocate their offices and other functions from Jowers to the newly expanded University Events Center in 2018. The vacated space in Jowers is much needed for the Health and Human Performance and Dance programs and will consist of faculty offices and laboratory/research space. The 13,561 gross square foot building renovations project has a TPC set at \$3.5 million.

10) LBJ Student Center Expansion

Programmer: Facility Programming & Consulting Est. Cost: \$47,600,000

The LBJ Student Center Expansion program includes the construction of an approximate 63,500 gross square foot addition that will enlarge the Student Center footprint into the existing amphitheater area. Renovations of about 35,500 existing gross square feet are also included in the program. Procurement is underway for the Architect selection and interviews are scheduled for April 2017 with the design beginning in May 2017.

11) Music Building

Programmer: Facility Programming & Consulting Est. Cost: \$61,365,000

A new music building to address the pressing need for a music facility, classrooms and rehearsal space will be located in close proximity to the new University performance facility. The adjacent Performing Arts Center will provide a 300-seat Recital Hall and a 400-seat Theatre Center venue. The program document served to guide Texas State in the preparation of a Tuition Revenue Bond funding request for the Legislative Appropriations Request document in July, 2012. The project is on hold pending funding.

12) Round Rock Health Professions – 2

Programmer: Facility Programming & Consulting Est. Cost: \$45,000,000

The fourth academic building on the Round Rock Health Professions campus will





21) University Event Center Expansion

Architect: Sink Combs Dethlefs Est. Cost: \$62,500,000  
Contractor: Turner Construction Company Est. Completion: September 2018

This 81,282 gross square foot expansion includes space for commencement ceremonies and athletic programs. The project also includes a new chilled water plant, a new loading dock, access to the lower court level, a multi-purpose suite, locker rooms, and offices. Construction is underway and is approximately 12% complete with occupancy anticipated by fall 2018.

**IV. Completed Projects**

22) Bobcat Trail Mall Redevelopment

Architect: TBG Partners Est. Cost: \$4,994,694  
Contractor: Flynn Construction, Inc. Completion: September 2016

The Bobcat Trail Mall Redevelopment/Enhancement project reached Substantial Completion in September 2016. The Final Report is included with the materials for the May 2017 Board Meeting.

23) JC Mitte Renovations

Architect: LYM Architects Est. Cost: \$8,985,905  
Contractor: J. T. Vaughn Construction Completion: August 2016

The Joann Cole Mitte and Sabinal Renovations project reached Substantial Completion in August 2016. The Final Report is included with the materials for the May 2017 Board Meeting.

24) Jones Dining Hall Renovation

Architect: Pfluger Architects Est. Cost: \$17,387,101  
Contractor: J. T. Vaughn Construction Est. Completion: April 2016

The Jones Dining Hall Renovation reached Substantial Completion in April 2016. The Final Report is included with the materials for the May 2017 Board Meeting.



**FINAL REPORT FOR**  
*New Women's Softball Field*  
*Lamar University Beaumont*

**PROJECT DESCRIPTION:**

*The Women's Softball Field is a newly constructed facility. In addition to the new field, the project included a pressbox with permanent Grandstand which will accommodate 450+ spectators, a covered batting facility, two covered dugouts and a visitors bullpen. The Architectural firm was Brown Rynolds Watford Architects, Inc. from Houston and the General Contractor was Allco Construction from Beaumont. The Softball facility was substantially completed and accepted on August 3, 2015.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 1,600,000.00	\$ 1,600,000.00	\$ (15,466.00)	\$ -	\$ 1,584,534.00
Contingency	\$ 20,000.00		\$ (20,000.00)	\$ -	\$ (20,000.00)
Architect/Engineering	\$ 165,000.00	\$ 165,000.00		\$ 4,324.88	\$ 169,324.88
Owner Services				\$ -	\$ -
Other	\$ 64,554.75	\$ 64,554.75		\$ -	\$ 64,554.75
<b>Total</b>	<b>\$ 1,849,554.75</b>	<b>\$ 1,829,554.75</b>	<b>\$ (35,466.00)</b>	<b>\$ 4,324.88</b>	<b>\$ 1,798,413.63</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
		\$ -	82
	Time Extension		
		\$ 35,466.00	
	Deductive change - return of savings		
		\$ -	
<b>Total</b>		<b>\$ 35,466.00</b>	<b>82</b>

**HUB PARTICIPATION:**

Percent: 16%

Amount: \$288,939

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	10/15/2014	Portions of the project were accepted early in March 2015 for the beneficial use of the owner. The contractual substantial completion date was extended via change order by 82 days due to substantial rainfall during the construction period.
Original Duration (days)	210	
Change Order Adjustments	82	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	8/3/2015	
Actual Completion Date	8/3/2015	
Difference Between Contract	0	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS:**

The New Women's Softball Field is a great addition to our Athletic Department and will be a great asset in future recruitment and University growth.

**ARCHITECT/ENGINEER EVALUATION:**

Brown Reynolds Watford Architects, Inc. of Houston, Texas performed well. They were always prompt in getting field changes issued to keep the project moving, but their lack of communication with Allco's project manager to get documents, warranties, etc. prevented them from closing out this project in a timely manner.

**CONTRACTOR EVALUATION:**

Allco Ltd of Beaumont, Texas did a good job given the schedule they had to meet the deadline of this project. Their project manager did not respond to emails or calls and did not get the Architect the documents they needed for us to close out this project in a timely manner.

**APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION:**

The project was reviewed and approved by the Texas Board of Licensing and Regulation for compliance with accessibility standards. This report is submitted by the Vice Chancellor for Contract Administration and was prepared based on information and evaluations supplied by the component.

*Rev. 11/14/14*

**FINAL REPORT FOR**  
*Bobcat Trail Mall*  
*Texas State University*

**PROJECT DESCRIPTION:**

The Bobcat Trail Mall transformation converted the streets and curbside parking into a pedestrian thoroughfare. This area is the heart of the campus parallel to the Main Campus Mall at the Quadrangle. The completion of this corridor, ADA accessible, connects the Alkek Library on the west with the Academic Services Building to the east. The Architect of Record was The Broussard Group, Inc. (TBG) and Flynn Construction was the general contractor. Substantial Completion was achieved on September 7, 2016.

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 3,907,517.00	\$ 4,031,886.00	\$ -	\$ (225,458.35)	\$ 3,806,427.65
Contingency	\$ 775,466.00				\$ -
Architect/Engineering	\$ 399,366.00	\$ 535,123.00			\$ 535,123.00
Owner Services	\$ 246,699.00	\$ 493,273.56			\$ 493,273.56
Other	\$ 159,840.00	\$ 159,870.00			\$ 159,870.00
<b>Total</b>	<b>\$ 5,488,888.00</b>	<b>\$ 5,220,152.56</b>	<b>\$ -</b>	<b>\$ (225,458.35)</b>	<b>\$ 4,994,694.21</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Credit for remaining CM Contingency;	\$ (225,458.35)	0
	Credit for Remaining Buyout Contingency;		
	Credit for remaining General Conditions;		
	Credit for Cost of work savings		
<b>Total</b>		<b>\$ (225,458.35)</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent:  Amount:

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	4/4/2014	GMP was approved by TSUS in April of 2014 with the NTP for construction issued May of 2014. Buyout was completed in phases with the final binder approval in October of 2016 (final clean). Substantial completion was achieved in September of 2016.
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	12/7/2016	
Actual Completion Date	9/7/2016	
Difference Between Contract	91	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of TBG Partners and its consultants was average. TBG Partners were professional; however inquires requiring expeditious review and responses from sub-consultants were rarely addressed and returned promptly during construction. Overall, the team worked well with Texas State.

**CONTRACTOR EVALUATION**

The overall performance of Flynn Construction, the CMAR, was average. Quality of construction was good. Scheduling and timely responses to topics of concerns was average.

**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 approvals 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*

**FINAL REPORT FOR**  
*JC Mitte/Sabinal Renovation*  
*Texas State University*

**PROJECT DESCRIPTION:**

*The JC Mitte/Sabinal Renovation project consisted of the remodel to both buildings. Sabinal was total reconstruction of the interior layout with replacements to the mechanical, electrical, plumbing, safety equipment, new controls systems and commissioning of the building. JC Mitte was a partial remodel of the 3rd floor with no major mechanical systems upgrades. The Architect of Record was Lym Architecture and J.T. Vaughn Construction the general contractor. Substantial Completion was achieved on August 5, 2016.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 6,934,709.00	\$ 6,981,557.00		\$ (102,239.19)	\$ 6,879,317.81
Contingency	\$ 756,161.00				\$ -
Architect/Engineering	\$ 768,647.00	\$ 869,560.00			\$ 869,560.00
Owner Services	\$ 466,016.00	\$ 752,031.76			\$ 752,031.76
Other	\$ 530,210.00	\$ 484,995.59			\$ 484,995.59
<b>Total</b>	<b>\$ 9,455,743.00</b>	<b>\$ 9,088,144.35</b>	<b>\$ -</b>	<b>\$ (102,239.19)</b>	<b>\$ 8,985,905.16</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	Temporary communication lines to Colorado building; Additional asbestos abatement; Steam line re-routing modifications; Concrete vault with cover for Steam line valves in # 004.	\$ 47,364.36	0
2	Install new 4" sanitary sewer combination tee; change flow direction of sanitary sewer line; replacement of sanitary sewer line and cleanout; additional cutting and excavation for new line in COR #8.	\$ 7,887.52	0
3	Replace 40 lineal feet of 4" sanitary sewer line.	\$ 4,496.03	0
4	Mechanical room exterior wall modifications/repairs RFI #8; Credit for openings 010, 012, 013.	\$ (5,185.82)	0
5	Re-routing of domestic water lines; Re-placement of 4" domestic water line.	\$ 21,449.79	0

6	Changes to mechanical room; re-placement of metal studs and dry wall at mechanical room.	\$ 26,557.55	0
7	Credit for double entry COR #25.	\$ (1,990.33)	0
8	Additional girt framing system under the terra-cotta veneer.	\$ 13,110.90	0
9	Credits Buyout Contingency; Savings CM Contingency; and General Conditions.	\$ (215,929.19)	
Total		\$ (102,239.19)	0

**HUB PARTICIPATION:**

Percent: 26%

Amount: \$2,323,830

**SCHEDULE INFORMATION:**

Project Time Line		Comments/Notes for Project Time Line:
Construction Commencement Date	12/10/2014	Program issued August 2014. The Board of Regents approved the Design Development in May of 2015 and Construction Documents were completed in November of 2015. Buyout was completed in December 2015 with the approval of the Best Value Recommended Subcontractor Binder. Substantial Completion was on August 2016.
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	8/5/2016	
Actual Completion Date	8/5/2016	
Difference Between Contract	0	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

Sabinal was designed to meet the requirements of The State Energy Conservation Office (SECO) by following standards: ASHRAE 90.1-2010 and ASHRAE 62.1-2007 . The design incorporated the following sustainable features: the daylighting of interior spaces, new energy efficient windows, all light fixtures are LED and controlled with light sensors (the light sensors in classrooms adjust the light levels based on the amount of natural daylighting), the design included the addition of two energy efficient entry vestibules, a new high R-value roof system was installed, a new dual duct energy efficient HVAC system was installed and all new water conserving plumbing fixtures were installed.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of Lym Architecture and its consultants was average. Lym Architecture was above average during the construction phase.

**CONTRACTOR EVALUATION**

The performance of J.T. Vaughn Construction, the CMAR, was average. Their constructability review during the design phase was above average.

**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 approvals 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*

**FINAL REPORT FOR**  
*Jones Dining Hall Renovation*  
 Texas State University

**PROJECT DESCRIPTION:**

*The Jones Dining Hall Renovation project consisted of improvements to the aesthetics of both interior and exterior of the building. The over-arching goal of this project was to create a dining space that is vibrant and up-to-date with the needs of the University and to reconnect the 1960's vintage dining hall to the present day and future planned campus. The Architect of Record was Pfluger Associates and J.T. Vaughn Construction the general contractor. Substantial Completion was achieved ahead of schedule on April 27, 2016.*

**FINANCIAL INFORMATION:**

Project Line	Approved BOR Budget	Commitments	Adjustments	Change Orders	Final Amount
Construction Cost Limitation	\$ 12,243,490.00	\$ 12,360,132.00		\$ 693,070.21	\$ 13,053,202.21
Contingency	\$ 1,860,537.00	\$ -			\$ -
Architect/Engineering	\$ 1,121,900.00	\$ 1,148,745.00			\$ 1,148,745.00
Owner Services	\$ 892,851.00	\$ 567,598.64			\$ 567,598.64
Other	\$ 2,501,027.00	\$ 2,617,555.51			\$ 2,617,555.51
<b>Total</b>	<b>\$ 18,619,805.00</b>	<b>\$ 16,694,031.15</b>		<b>\$ 693,070.21</b>	<b>\$ 17,387,101.36</b>

**LIQUIDATED DAMAGES/SETTLEMENTS:**

**CHANGE ORDERS:**

No.	Description	Amount	Time Adjustment
1	COR #3 concrete pads and underground rough-in for a transformer and switch pad; COR #6 widening of the planned sidewalk to provide service vehicle access; COR #7 scope covers changes to partitions, ceilings and equipment as part of a late agreement with Cheeburger who will operate the food venue; COR #10 unforeseen structural damage to columns, beams and structural floor slab at the existing building's basement and crawlspace roughly bound by plan grids E7/E9 and C7/C9; COR #11 demolition of existing basement wall to allow structural repairs and replacement of wall.	\$ 154,087.21	0



2	COR #8 add wood blocking at the furr-downs above serving counter for future possible signage; COR #12 removal of soften water supply at ice machine and deli soda dispenser and the increase of water supply piping size at the beverage system; COR #14 provide structural modifications at the north entry due to conflict with the existing sanitary sewer line.	\$ 22,083.65	0
3	COR #18 ASI #6 re-route IT infrastructure from beneath Jones Dining; COR #20 ASI #14 data and electrical power to menu board monitors at the national brand food venues; COR #22 RFI #94 major repairs of structural columns and beams in basement/crawlspace modification to existing beam to new beam connection; COR #25 haul-off asbestos containing soil; COR #26 ASI #19 louvered doors at back of pizza oven.	\$ 112,861.68	0
4	COR #19 corrective measures to encapsulate asbestos containing materials with in the buildings crawlspace; COR #27 telecommunications duct back re-routing to avoid existing utilities; COR #29 replacement of existing valve and associated piping to the existing water line serving Jones Dining Complex; COR #30 installation of new electrical switch	\$ 28,094.00	0
5	COR #33, ASI #16, RFI #52 provide areaway into intake louver into new basement mechanical room; COR #34 re-route sanitary sewer line to avoid existing steam line; COR #35, ASI #20 provide weather-proof outlets in the kitchen in the event fire sprinklers ever discharge.	\$ 117,765.46	0
6	COR #39, RFI #76 mechanical room concrete wall; COR #42, ASI #28 correct finish of light fixture P-3; COR #43, RFI #110 re-route the telecommunication duct bank due to an existing steam line and repair damage to the steam line during excavation; COR #45, ASI #22 install floor hatch in mechanical room 132 to access the crawlspace underneath restrooms 133 and 134.	\$ 77,284.00	0

7	COR #52, RFI #124 provide and install insulation to existing steam piping; COR #49 add hot water valves to isolate Level 1 Area B and basement restroom for maintenance; COR #48, RFI #130 install an aluminum jacket to the existing to reaming chilled water pipes running through the new areaway; COR #46, RFI #145 provide and install hose bib at roof and loading dock; COR #53, RFI #119 modifications to storefront entrances to provide securities rough-in.	\$ 30,935.00	0
8	COR #54 modification of the design and associated A/C diffusers in the basement; COR #57 waterproofing of CMU wall and additional asbestos abatement in crawlspace.	\$ 37,386.25	0
9	COR #58, RFI #191 delete gutter box in room 111; COR #62, ASI #34 delete door 102 and replace with window; COR #63 add sinks at Panda Express and Dunkin Donuts; COR #65, RFI #93 replace the specified condensate return unit pump; COR #67, RFI #118 provide and install Knox box.	\$ 37,479.11	0
10	COR #73, RFI #213 building signage; COR #78, ASI #38 expansion of cooking oil basin to house a 3rd pair of oil tanks; COR #79, ASI #39 plaster work at existing exterior wall.	\$ 22,163.00	0
11	COR #84, ASI #37 repair of existing terrazzo flooring and missed scope at Faculty/Staff Dining; COR #85, RFI #236 modification to height of south retaining wall; COR #86, RFI #232 provide and install additional grilles for the air return on AHU-3.	\$ 57,534.94	0
12	COR #88 modifications to building sprinkler system and retainage system; COR #89 provide and install decking at canopies; COR #90 additional paint items identified during punch list.	\$ 13,245.70	0
13	COR #94 credit for remaining Buyout Contingency; COR #95 credit for remaining cost of work (WRP); COR #96 credit for remaining general conditions.	\$ (17,849.79)	0
<b>Total</b>		<b>\$ 693,070.21</b>	<b>0</b>

**HUB PARTICIPATION:**

Percent:

26%

Amount:

\$4,472,909

**SCHEDULE INFORMATION:**

<b>Project Time Line</b>		<b>Comments/Notes for Project Time Line:</b>
Construction Commencement Date	12/2/2014	Program issued July 2013. The Board of Regents approved the Design Development in August of 2014 and Construction Documents were completed in December of 2014. Buyout was completed in July 2015 with the approval of the Best Value Recommended Subcontractor Binder. Substantial Completion was on April 2016.
Original Duration (days)	365	
Change Order Adjustments	0	
Liquidated Damage Adjustments (days)	0	
Contract Completion Date	7/1/2016	
Actual Completion Date	4/27/2016	
Difference Between Contract	65	

**BUILDING PERFORMANCE/SUSTAINABILITY EVALUATION OR GENERAL COMMENTS :**

The project meets the requirements of ASHRAE 90.1-2010 and ASHRAE 62.1-2007. The design demolishes all existing interior construction; only the existing elevator and existing terrazzo flooring remain. The design included the addition of a double height entry at the north end of the building and new clearstory addition to the roof over the dining room. The design also transformed the face of Jones Dining with an inviting terraced plaza leading from Wood Street.

**ARCHITECT/ENGINEER EVALUATION:**

The overall performance of the Architectural firm of Pfluger Associates and its consultants was average. Pfluger Associates were very professional, timely with answers/decisions during construction and worked well with the team.

**CONTRACTOR EVALUATION**

The performance of J.T. Vaughn Construction, the CMAR, was average. Their constructability review during the design phase directly helped make the project a success. J.T. Vaughn Construction was average in their support to the AE team and in their supervision of the construction.

**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 approvals 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*

## CONSENT – RULES AND REGULATIONS

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

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

### **Explanation**

At its May-June meeting each year, the Board considers revisions to its *Rules and Regulations*. The process begins in January or February when Regents and Components are invited to submit suggested changes, which are shared among all constituents, system-wide, before being considered by the Board's *Rules and Regulations* Committee. The attached revisions were discussed and approved by the presidents at an April 19, 2017 telephonic meeting.

It should be noted that each rule in the attachment contains an individual explanation of the changes contained therein.

PARAGRAPH 3.1 of CHAPTER I  
on PAGE I-3

CHAPTER I. THE BOARD OF REGENTS

3. COMPOSITION.

\* \* \*

The Board of Regents of the Texas State University System governs the following Components:

3.1 Comprehensive Universities:

\* \* \*

- 3.13 Sul Ross State University in Alpine, including the Rio Grande College with campuses in Del Rio Eagle Pass, Uvalde, and Castroville.

**Explanation**

This change adds the recently acquired Castroville campus to the list of Component institutions.

PARAGRAPH 6.6 of CHAPTER I  
on PAGE I-7

CHAPTER I. THE BOARD OF REGENTS

6. COMMITTEES OF THE BOARD OF REGENTS.

\* \* \*

~~6.6 — Information Resources Committee. This Committee has primary responsibility for submitting recommendations, in consultation with the Chancellor, to facilitate efforts fully to leverage the System's combined investments for information technology infrastructure and to realize system-wide improvements and efficiencies in Component business processes.~~

~~For further information concerning information resources, see Chapter III, Paragraph 19, Information Technology "IT," and Appendices A-2 through A-5, TSUS Policy Guidelines 01-02 through 04-02.~~

[Subsequent paragraphs will be renumbered as appropriate.]

**Explanation**

This change dissolves the Information Resources Committee. The work achieved through the IR Committee has been significant. However, based on the successes realized and the future needs, the existing structure of a formal Committee is not necessary. Information on the operations relating to Information Technology will be provided to the Board in an alternate format.

*Chapter III, paragraph 19, Information Technology "IT" of the System Rules and Regulations, and the policy guidelines in Appendices A-2 through A-5, will remain unchanged.*

PARAGRAPH 4.3 of CHAPTER II  
on PAGE II-4; and  
PARAGRAPH 6.7 of CHAPTER III  
on PAGE III-15

CHAPTER II. SYSTEM ADMINISTRATION

4. OPERATIONS.

\* \* \*

4.3 Financial Reports. All books, records, ledgers, and accounts of System and Component administrations shall be kept and maintained in conformity with recommendations of the State Auditor and the State Comptroller of Public Accounts subject to approval of the Chancellor and Board. All proposed operating budgets and all biennial appropriation requests shall be first examined, considered, and approved by the Chancellor and presented to the Board for review and approval at an open meeting.

4.31 Annual Operating Budget. The Chancellor shall prepare or cause to be prepared and submit annually to the Board at its May or August meeting, as specified each year by the Board, proposed budgets for the operation of the System and its Components for the next fiscal period. Copies of all proposed operating budgets shall be submitted in writing to all members of the Board at least eight calendar days in advance of such Board meeting. The proposed operating budgets shall reflect all income estimated and itemized by sources, with all expenditures estimated and itemized by fund, project, or department. ~~True and correct copies of the adopted operating budgets of System Components shall be filed in the respective Component President's office and in the System Administrative Office as public documents and conformed copies delivered by the Chancellor to all appropriate agencies.~~ Upon adoption by the Board of the operating budget, all subsequent expenditures shall conform therewith. Each change affecting the current operating budget for each fund group which exceeds \$100,000 for the four-year institutions and \$25,000 for the two-year Components shall be subject to Board approval.

~~4.32 Biennial Appropriations Request. All System and Component requests for appropriations shall be submitted to the Board for approval prior to the convening of the legislature. Such requests shall be prepared by the chief fiscal officer of the System or Component and approved by the respective President and by the Chancellor and shall conform to the requirements promulgated by the Legislative Budget Board, the Governor's Office of Budget and Planning, and the Texas Higher Education Coordinating Board.~~

CHAPTER III. SYSTEM – COMPONENT OPERATIONS

6. FINANCIAL AFFAIRS.

\* \* \*



- 6.7 Financial Reports. All Component books, records, ledgers, and accounts shall be kept and maintained in conformity with recommendations of the State Auditor and the State Comptroller of Public Accounts, subject to approval of the Board. All proposed operating budgets and all biennial appropriation requests shall be examined, considered, and approved by the Board in open meetings.

\* \* \*

~~6.72 Legislative Appropriations Requests. All Components' Legislative Appropriations Requests shall be submitted to the Board for approval prior to the convening of the Legislature in the following January. Such requests shall be prepared by the chief fiscal officer and approved by the President of the Component in accordance with the requirements promulgated by the Legislative Budget Board and the Office of Governor.~~

### Explanation

4.31 – Article III, Special Provisions, Section 6.1 of the General Appropriations Act (84<sup>th</sup> R) requires copies of the Institution's Operating Budget be filed with various State Agencies and available to the public at the Institution's Library. Additionally, copies of the budgets are posted online in the Board materials and the respective websites. Striking this language eliminates the conflict on where a public copy is displayed, reduces duplicative displaying and allows for the distribution of budgets to the most appropriate entity.

4.32 and 6.72 – The current rule conflicts with the timing of the instructions and submission deadline of the Legislative Appropriations Requests to the Legislative Budget Board and Office of the Governor. Additionally, the content of the Legislative Appropriations Request is technical in nature and provides no new policy directive from the Components. Elimination of the requirement will increase efficiency without reducing oversight.

PARAGRAPHS 1 and 6 of CHAPTER III  
on PAGES III-3, III-13, and III-19

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

1. ITEMS REQUIRING BOARD APPROVAL.

The following items shall be submitted to the Board of Regents for approval at either a regular Board meeting or a special called Board meeting. Each item shall be presented in the form of a motion to the Board for consideration. Inconclusive, open-ended, or multifarious motions shall not be submitted to the Board.

\* \* \*

1.3 Financial Matters.

1.31 Operating budgets (including Component employee salaries).

1.32 Each budget adjustment in excess of \$100,000 for the four year institutions and \$25,000 for the two-year institutions.

1.33 Salary supplements.

~~1.34 Legislative appropriation requests.~~

1.3~~4~~ Proposals for issuance of bonds.

1.3~~6~~ Capital leasing projects.

\* \* \*

6. FINANCIAL AFFAIRS.

6.1 Insurance Coverage. The Components of The Texas State University System are authorized to purchase policies of insurance as provided by this *Subsection* or for other purposes that may be specifically authorized by statute.

6.11 Blanket Fidelity Bonds. Blanket fidelity bonds, ~~approved by the Board,~~ shall be required to cover all employees of the Components under the governance of the Board. The System's Vice Chancellor for Finance is responsible for coordinating acquisition of the blanket fidelity bonds.

6.12 Director's and Officer's Liability Insurance. Director's and officer's liability insurance, ~~as approved by the Board,~~ shall be required to cover all regents, directors and officers of the System and its Components. The System's Vice Chancellor for Finance is responsible for coordinating acquisition of the Director's and Officer's coverage.

6.13 Intercollegiate Athletic Activities. The Components are authorized to purchase policies of insurance providing for the medical care, treatment, and services for injuries sustained by students while participating in or

during supervised practices for intercollegiate athletic activities and to pay the premiums for such insurance out of the Component's auxiliary funds.

6.14 ~~Liability Insurance for Motor Vehicles~~Automobile Liability and Physical Damage. The Components are authorized to purchase liability insurance to insure their administrative officers and other employees from liability arising from the use, operation, and maintenance of automobiles, trucks, tractors, power equipment, aircraft and motor boats or watercraft that are or may be used in the operation of the Component. The System's Vice Chancellor for Finance is responsible for coordinating acquisition of this coverage.

6.15 ~~Equipment and Facilities Insurance~~Property, Equipment Breakdown and Terrorism Insurance. The Components are authorized to purchase insurance for equipment, buildings, and facilities ~~which may be required by Bond Resolutions, contracts and grants~~, as allowed by statute. The System's Vice Chancellor for Finance is responsible for coordinating acquisition of this coverage.

\* \* \*

6.(12) Travel Guidelines.

\* \* \*

~~6.(12)5 Reported Travel. Once each year at the fall Board of Regents meetings, each President shall report the total dollars expended for out-of-state and out-of-country travel by his or her Component from all sources for the just concluded Fiscal Year along with the previous four Fiscal Years. The reports shall be included in the Board Agenda.~~

6.(12)65 Exceptions. Any exceptions to the above guidelines shall require prior approval of the Board of Regents.

### Explanation

1.34 – This change deletes Legislative Appropriations Request to conform with changes proposed in Chapter II.

6.11 and 6.12 – These changes delete the requirement for Board approval for the purchase of Crime and Director's and Officer's Insurance. The System Office procures both lines of insurance and has done so for many years. The annual premiums for these lines of coverage, \$39,742 and \$102,380 respectively, are below the thresholds delegated to the Chancellor. Deletion of this requirement removes unnecessary requirements and allows for a more efficient process for binding.

6.14 and 6.15 – These changes update the names of the lines of insurance as well as conforms the rule with current policy and practice.

6.(12)5 – This change eliminates the requirement in rule that Travel Reports be submitted to the Board. Information on travel expenses is reported in the Annual Financial Reports as well as the Operating Budgets. There is no known Legislative requirement for this report. Elimination of this report reduces unnecessary and redundant reporting.

PARAGRAPH 1.11 of CHAPTER III  
on PAGE III-1

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

1. ITEMS REQUIRING BOARD APPROVAL.

The following items shall be submitted to the Board of Regents for approval at either a regular Board meeting or a special called Board meeting. Each item shall be presented in the form of a motion to the Board for consideration. Inconclusive, open-ended, or multifarious motions shall not be submitted to the Board.

1.1 Contracts.

- 1.11 Contracts, purchases, and agreements in the amount of \$1 million or more (contracts, purchases, and agreements between \$500,000 and \$1 million require approval by the Chancellor), whether said amount is income or expenditure, with the exception of:

\* \* \*

- (4) Maintenance, testing, and service contracts on elevators, computers, office equipment, ~~chillers and water treatment services~~ campus utility systems, and life safety systems.

**Explanation**

This subparagraph excepts routine, prudent, and necessary maintenance and service contracts from required Board approval, allowing System institutions the operational flexibility to manage campus infrastructure responsibly. Adding “testing” more accurately captures the range of routine activities that take place with many large campus systems on an annual basis. In keeping with this intent, “campus utility systems” and “life safety systems” are being added to the list. This will allow annual contracts for testing, service and maintenance on chilled water systems, boilers, electrical transmission gear, sprinkler systems, storm water systems, irrigation, and sewer pipes to be processed in a timely manner without the need for Board approval.

The fact that these contracts are required to be competitively procured will not change, and System institutions will continue to seek the best value for all of these services.



PARAGRAPH 13 of CHAPTER III  
on PAGE III-44

CHAPTER III. SYSTEM - COMPONENT OPERATIONS

13. ABANDONED AND UNCLAIMED PERSONAL PROPERTY.

Abandoned and unclaimed personal property of value, including, but not limited to, computers, tablets, cellular phones and other technologies capable of storing digitized data; state or federal identification; wallets; purses; credit cards; watches; jewelry; cameras; textbooks; or backpacks discovered on a System Component campus shall be immediately turned over to the campus security or police department for safekeeping and standardized handling. Other articles of property that do not meet the defined value shall be forwarded to the location designated by the Component for property storage. Property shall be considered abandoned if it appears from the circumstances under which the Component comes into possession of the property that the owner has thrown it away or has voluntarily left or lost it without any intent or expectation to regain it.

Abandoned and unclaimed personal property acquired by the campus security or police department of a system Component or the Component's property storage department shall be held for a minimum of one hundred and twenty (120) days from the time the campus security or police office acquires the property is acquired or discovered. If the property is reclaimed during that time, the Component may charge the owner a reasonable storage fee. Campus security or police will develop appropriate procedures to assure the return, if possible, of unclaimed personal property of value to the proper owners. Such procedures shall be published in all appropriate Component handbooks and catalogs.

After one hundred and twenty (120) days, and after appropriate property checks which reflect the value of the property have been made (such as, but not limited to the National Crime Information Center), the all items of value and non-valued items may be sold as part of a normal Component surplus property sale.

**Explanation**

Due to the limited storage space of Component security or police departments, items that do not have a marketable value should be routed to Component storage areas. With the recent growth at our Components, more articles are being turned in as abandoned or lost property. Many of these items such as towels, socks, personal care items, keys, ear buds or other articles that are easily and inexpensively replaced, thus are rarely claimed. This change will permit Component security or police departments to focus on safeguarding items that may be reclaimed, as well as abandoned or found contraband, weapons of any kind, illegal narcotics or drugs, and any items seized as evidence for violations of law.

NEW PARAGRAPH 23 of CHAPTER III  
on PAGE III-51

CHAPTER III. SYSTEM – COMPONENT OPERATIONS

23. CHILD ABUSE REPORTING POLICY AND TRAINING.

23.1 Purpose. The Texas State University System is committed to maintaining a supportive and safe educational setting, one that enhances the well-being of all members of its community and strives to create a secure environment for children.

23.2 Policy. Each Component shall adopt an institutional policy that governs: (i) the reporting of child abuse and neglect; and, (ii) training to detect the same (see, respectively, Chapter 261, Family Code and Education Code, Section 51.9761. The policy shall include the following provisions:

- (1) A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report to:
  - (a) any local or state law enforcement agency;
  - (b) the Department of Family and Protective Services; or
  - (c) the state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred.
- (2) If a professional (as defined by Section 261.101, Family Code) has cause to believe that a child has been or may be abused or neglected (as defined by Section 261.001 or 261.401, Family Code) or that a child is a victim of an offense under Section 21.11, Penal Code, the professional shall make a report not later than the 48th hour after he or she first suspects abuse, neglect or other infraction. A professional may not delegate to or rely on another person to make the report.
- (3) A person or professional shall make a report in the manner required by this Paragraph if he or she has cause to believe that an adult was a victim of abuse or neglect and determines, in good faith, that disclosure of the information is necessary to protect the health and safety of another child or an elderly person (as defined in 48.002, Human Resources Code):
- (4) The requirement to report applies without exception to an individual whose personal communications may otherwise be privileged, including an attorney, a member of the clergy, a medical practitioner, a social worker, a

mental health professional, an employee or member of a board that licenses or certifies a professional, and an employee of a clinic or health care facility that provides reproductive services.

23.3 Training. Each component institution shall provide training for employees who are professionals that includes:

- (1) techniques for reducing a child's risk of sexual abuse or other maltreatment;
- (2) factors indicating a child is at risk for sexual abuse or other maltreatment;
- (3) the warning signs and symptoms associated with sexual abuse or other maltreatment and recognition of those signs and symptoms; and
- (4) the requirements and procedures for reporting suspected sexual abuse or other maltreatment.

#### Explanation

These *Rule* amendments are intended to promote compliance among the TSUS institutions with Texas *Education Code, Section 51.9761*, Child Abuse Reporting and Training.

PARAGRAPHS 3 and 11 of CHAPTER VI  
on PAGES VI-1 AND VI-20

CHAPTER VI. STUDENT SERVICES AND ACTIVITIES

3. TUITION AND FEES.

Tuition, student fees, and room and board rates shall be established by each Component subject to ~~legislative direction and~~ approval by the Board.

\* \* \*

11. STUDENT IDENTIFICATION CARDS.

Each System Component shall issue each student enrolled at the Component a student photo identification (I.D.) card, which grants access to or use of Component facilities, programs, activities, and financial disbursements.

- 11.1 The student must present his or her I.D. when seeking access to or use of Component facilities or amenities or when otherwise requested by a Component official.
- 11.2 Any falsification, misrepresentation or other misuse of the student I.D. card is prohibited and shall be punishable under *Paragraph 5.2* of this *Chapter* and/or the Component code of student discipline.
- 11.3 Student I.D. Cards are nontransferable, that is, they may not be loaned, borrowed, or used by another person for identification on or off campus or for any of the purposes stated in this *Paragraph*. A student shall immediately report a lost or stolen I.D. card to the administrative official or office responsible for issuing the I.D. card ~~and have the card replaced immediately.~~

**Explanation**

This rule change removes an ambiguous reference to “legislative direction” and removes a requirement on ID card replacement that could conflict with current practice.



PARAGRAPH 4 of CHAPTER VI  
on PAGE VI-2

CHAPTER VI. STUDENT SERVICES AND ACTIVITIES

4. STUDENT GRANTS AND LOANS.

Pursuant to *Education Code, Chapter 56*, the following guidelines ~~approved by submitted~~ to the Coordinating Board shall be utilized for awarding Texas Public Educational Grants, Emergency Tuition and Fees Loans, and Toward Excellence, Access, & Success (TEXAS) Grants by the Components in The Texas State University System.

- 4.1 Assessments for Grant and Loan Programs. Each Texas State University System Component shall set aside, each academic year, not less than 15 percent nor more than 20 percent out of each resident and 3 percent out of each nonresident student's tuition charge under *Education Code, Section 54.051* as provided by the *General Appropriations Act* for the applicable academic year. Of the funds set aside pursuant to this *Section*, not more than 90 percent shall be used for Texas Public Educational Grants and not more than 10 percent shall be used for emergency loans to students.
- 4.2 Approval of Guidelines. The guidelines for the award of grants shall be submitted to the Coordinating Board ~~for review and approval~~ before any grants are made through this program.
- 4.3 Criteria for Awarding Grants.
- 4.31 Enrollment. Grants are to be made only to students who actually enroll in the term or terms for which the grant is awarded.
- 4.32 Need. Grants shall be based upon financial need of the applicant and may be used to aid students who may have demonstrable financial need ~~but are ineligible for other aid programs.~~
- 4.33 Needs Analysis Procedures. Financial needs of students are to be determined by use of accepted needs analysis procedures, generally in use in other "needs based" financial assistance programs ~~although the Component, in its discretion, may consider factors not covered by the "needs based" financial assistance programs. In such case, the Component must state in writing the reasons for its decision.~~

**Explanation**

These changes are proposed to conform the *Rules and Regulations* to the provisions of relevant State law.

PARAGRAPH 5.(10) of CHAPTER VI  
on PAGE VI-14

CHAPTER VI. STUDENT SERVICES AND ACTIVITIES

\* \* \*

5. STUDENT CONDUCT AND DISCIPLINE.

\* \* \*

- 5.(10) Appeal. Neither party may appeal if the hearing officer or hearing committee determines that the allegations against the accused student are true but the only punishment assessed is verbal or written warning. In those cases, the determination of the hearing officer or hearing committee is final. However, in all other cases, either party may appeal to the Chief Student Affairs Officer. If the hearing officer has been an appointee designated by the Chief Student Affairs Officer or if the determination has been made by a hearing committee, the appeal will be made to the Chief Student Affairs Officer or designated appointee. If the Chief Student Affairs Officer has served as the hearing officer, the appeal will be made to the Vice President in charge of student affairs or to another Vice President (designated by the President) who has not been previously involved in the case. Written notice of appeal must be received by the appeal officer within five (5) Component business days after the decision. An appeal is not simply a rehearing of the original case. An appeal must be based on: 1) whether or not a fair hearing was afforded. A fair hearing includes notice of the alleged misconduct, and an opportunity to present evidence; 2) whether or not the sanctions levied were appropriate to the offense; 3) whether or not the finding was supported by the evidence; and/or 4) whether or not new evidence is introduced that was not available at the time of the hearing. Both parties, ~~at the discretion of the appeal officer,~~ may submit ~~oral or~~ written arguments, to support their positions. In order for the appeal to be considered, the appealing party must submit all necessary documentation, including written arguments, when appropriate, to the appeal officer within five (5) Component business days after giving notice of appeal. The timely written arguments and information submitted by a party shall be forwarded to the other party. The receiving party may have three (3) Component business days from receipt to provide written response. The appeal officer may approve, reject, modify the decision, or remand the matter to the original hearing officer or hearing committee for reconsideration. The appeal officer shall respond to the appeal within ten (10) Component business days after all the documentation was received and all testimony was heard, or he or she may postpone a decision for good cause.

Explanation

The additional language clarifies the due process requirement that one party must receive, and have an opportunity to respond to, any argument and information provided to the reviewer by the other party.

PARAGRAPH 1 of CHAPTER VII  
on PAGES VII-1 and VII-2

CHAPTER VII. GENERAL PROVISIONS FOR CAMPUS ACTIVITIES

1. SOLICITATION.

1.1 Definition. ~~“Solicitation”~~ In these *Rules and Regulations* “Solicitation” means: (1) the sale or offer for sale of any property, goods, products or services, or (2) the receipt of or request for any gift or contribution.

1.2 Permitted Exceptions. Solicitation on the campus of any Component is prohibited, except for the following activities, provided the person engaging in such activities complies with the imperatives of subparagraphs 1.2 through 1.5:

~~1.1~~(1) The sale or offer for sale through vending machines operated by the Component or its subcontractor of: (1) any newspaper, magazine, or other publication in an area designated by the President or his/her designee; (2) food, drink and other items.

~~1.2~~(2) The sale or offer for sale of any Component publication, book, or other material used in the academic work of the Component by the Component or its subcontractor in an area designated by the President or a designee.

~~1.3~~(3) The operation by the Component or its subcontractor of: (1) a bookstore, specialty store, laundry, Component dining service, or other service maintained for the convenience of the Component's students, faculty, or staff; or (2) food, and drinks, souvenirs, and programs at athletic contests or other events sponsored or authorized by the Component.

~~1.4~~(4) The advertisement of any activity, item, or product sponsored or authorized by the Component and approved by the President or his/her designee; advertisements appearing in any publication or sent through the United States or private postal service.

~~1.5~~(5) The collection of tuition, charges and fees under *Section 1.4 of Chapter III*.

~~1.6~~(6) The collection by registered student, faculty, or staff organizations: (1) of membership fees or dues; or (2) of fees or contributions for the exhibition of movies or other programs, including fine arts and athletic events sponsored by the Component or by such organizations.

~~1.7~~(7) Presidential-approved participation in: (1) nondiscriminatory activities on behalf of charitable organizations; or (2) events sponsored by a registered student, faculty, or staff organization or the Component that are authorized and scheduled in accordance with the facilities-use regulations of the Component. All signs, tickets, and literature advertising the event must identify the sponsoring organization. The Component may require that members of the sponsoring organization solicit directly and may prevent organizations from using nonmembers to fund-raise, or solicit for the organization.

~~1.8~~(8) Activities of agents of companies authorized by the Component to provide instruments, equipment, supplies, health insurance, optional retirement programs, tax-sheltered annuities, or other services to the Component or its employees.

1.93 Responsibilities for Permitted Exceptions. Persons engaged in the Solicitation activities listed in *Sections 1.1 – 1.8 (1) – (8)* above are responsible for assuring that they maintain the portions of the campus and building they use in a clean, orderly and appealing in appearance and for assuring that their use:

- (1) preserves an academic atmosphere and does not disrupt classes, Component programs, or other activities;
- (2) maintains security and safety for persons and property, does not unreasonably expose persons on campus to crime; and avoids unlawful activities;
- (3) protects the privacy of students, faculty, and staff, and protects them from deception, fraud and similar commercial exploitation;
- (4) permits the free flow of pedestrian and vehicular traffic;
- (5) preserves the beauty of the Component's campus, buildings, and facilities, and avoids unnecessary wear and tear on buildings, grounds, or facilities;
- (6) protects students, faculty, and staff from deception, fraud, and commercial exploitation; and

1.~~(10)~~4 Failure to Follow Rules. The President may prohibit persons or organizations from soliciting on campus if they fail to follow these rules. He or she may require that the student government and each registered student organization file a sworn statement disclosing: (1) the sources and amounts of money received from solicitation during the preceding or current semester or summer session, and (2) the payees, their Personal Identification Numbers (P.I.N.) or social security numbers, and amounts of expenditures of funds received from solicitations. Any student government or registered student organization failing to comply with the request of the President shall be prohibited from solicitation on the campus until such person organization comes into compliance.

1.5 Demonstrations, Publications, Posters, Etc. Reasonable and nondiscriminatory Rules and Regulations policies as to time, place, and manner may be promulgated by the President of the Component to authorize students, faculty, staff, and their registered organizations to petition, distribute publications, post signs, set up booths, and/or peacefully demonstrate on the Component campus. Such regulations shall prohibit any activity that would interfere with academic or Component programs.

### Explanation

These changes are made to clearly define the Solicitation activities allowed on campus and the imperatives that must be complied with during those activities.



NEW PARAGRAPH 5.6 of CHAPTER VIII  
on PAGE VIII-7

CHAPTER VIII. ETHICS POLICY FOR REGENTS  
AND EMPLOYEES OF THE TEXAS STATE UNIVERSITY SYSTEM

5. BENEFITS, GIFTS AND HONORARIA.

\* \* \*

5.5 Gifts or Benefits From Friends, Relatives, and Associates. Regents and employees may accept gifts or benefits from personal friends, relatives, or business associates with whom they have a relationship independent of their official status, so long as the benefit is not offered in exchange for official action or decision.

5.6 Gifts or Benefits From Outside Donors. A gift or benefit from an outside donor designated to supplement the salary of a specific Component or System employee shall be subject to approval by the Component or System CEO, before being presented to the Board of Regents for approval, as required by Chapter III, Paragraph 1.33. Gifts for the presidents shall be subject to the Chancellor's approval, and gifts to the Chancellor shall be subject to the Board Chair and Vice Chair's approval prior to presentation to the full Board. Such gifts shall be made to the Component or System directly and earmarked for distribution to the employee through the payroll process. Salary supplements shall be reported to the State Auditor's Office and the U.S. Internal Revenue Service as required by law. The employee receiving the salary supplementation shall comply with the conflict of interest provisions for employees outlined in Subparagraph 4.2 of the System's Code of Ethics, found in Paragraph 4 of this Chapter.

5-65.7 Awards. Regents and employees may accept plaques and similar recognition awards.

5-75.8 Honoraria. Regents and employees may not solicit, accept, or agree to accept an honorarium in consideration for services they would not have been asked to provide but for their official position or duties. This prohibition includes a request for or acceptance of a payment made to a third party if made in exchange for such services. However, they may accept the direct provision of or reimbursement for expenses for transportation and lodging incurred in connection with a speaking engagement at a conference or similar event, provided the Regent's or employee's participation is more than merely perfunctory. Meals provided as a part of the event or reimbursement for actual expenses for meals may also be accepted.

**Explanation**

This addition to the System's *Conflict of Interest* policy is required by the *Section 659.0201(c)* of the *Texas Government Code*, relating to the acceptance and reporting of the gift, grant, donation or other consideration to be used as a salary supplement for an employee of an institution of higher education.

## CONSENT – CONTRACTS

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

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

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

### **Explanation**

Lamar University is requesting authorization to purchase this property located west of the campus where previous acquisitions have been made. The area where this property is located is a major area of site development for future expansion according to the approved Campus Master Plan.

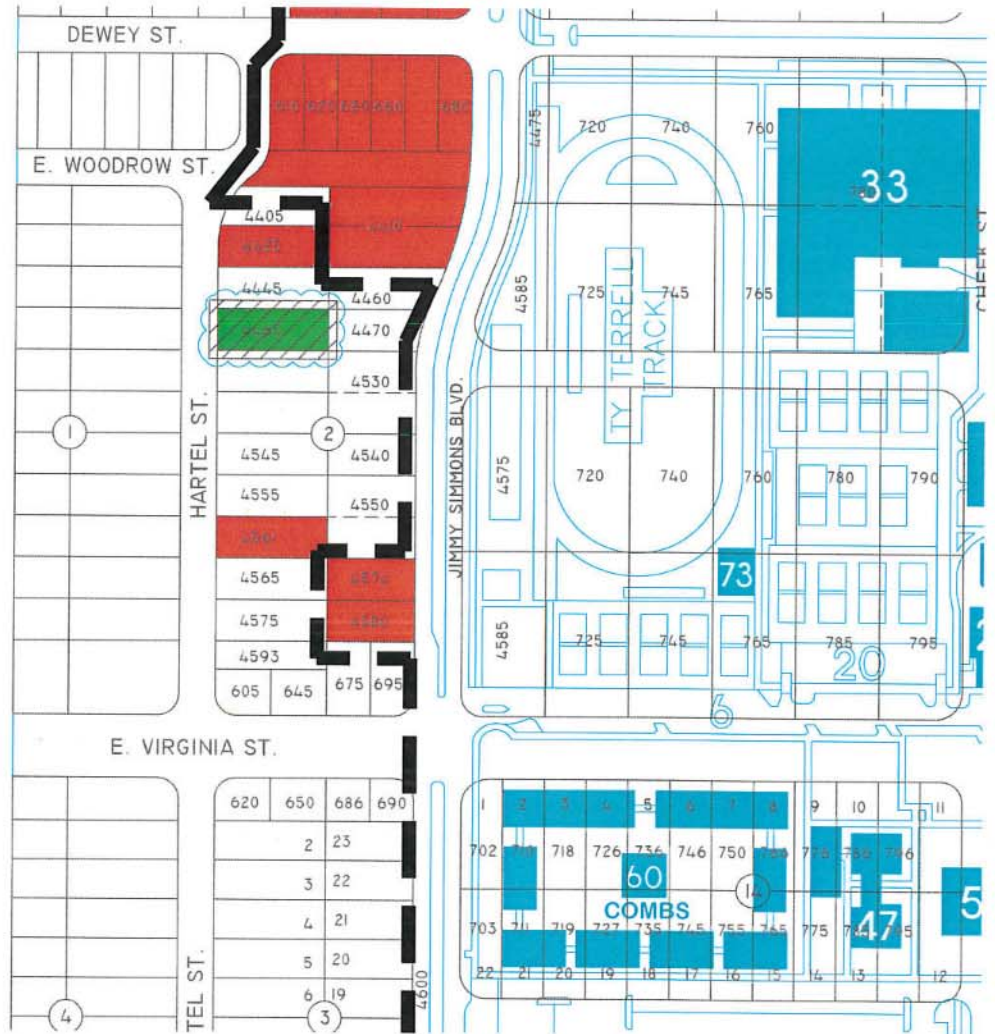
Lamar University verifies that the contracting entity has submitted Form 1295 – Certificate of Interested Parties, and the University has acknowledged the Certificate using the Texas Ethics Commission's online filing application.





Legend:

- Lamar Properties
- Property to be Purchased





Jefferson CAD

Property Search Results > 56991 NIXON ROSE MARIE for Year 2017

Property

Account

Property ID: 56991 Legal Description: LA SALLE L4 B2  
 Geographic ID: 036100-000-002700-00000-9 Agent Code:  
 Type: Real  
 Property Use Code: A1  
 Property Use Description: REAL/RES/SGLE FAML- 5 AC/LESS

Location

Address: 4465 HARTEL ST Mapsco: 101-143  
 TX  
 Neighborhood: LASALLE Class 3 Map ID: 0  
 Neighborhood CD: 036100003

Owner

Name: NIXON ROSE MARIE Owner ID: 128455  
 Mailing Address: 4465 HARTEL ST % Ownership: 100.000000000000%  
 BEAUMONT, TX 77705-4003  
 Exemptions: DP, HS

Values

(+) Improvement Homesite Value: + N/A  
 (+) Improvement Non-Homesite Value: + N/A  
 (+) Land Homesite Value: + N/A  
 (+) Land Non-Homesite Value: + N/A Ag / Timber Use Value  
 (+) Agricultural Market Valuation: + N/A N/A  
 (+) Timber Market Valuation: + N/A N/A  
 -----  
 (=) Market Value: = N/A  
 (-) Ag or Timber Use Value Reduction: - N/A  
 -----  
 (=) Appraised Value: = N/A  
 (-) HS Cap: - N/A  
 -----  
 (=) Assessed Value: = N/A

Taxing Jurisdiction

Owner: NIXON ROSE MARIE  
 % Ownership: 100.000000000000%  
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
101	BEAUMONT INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A	N/A
221	CITY OF BEAUMONT	N/A	N/A	N/A	N/A
341	PORT OF BEAUMONT	N/A	N/A	N/A	N/A
755	SABINE-NECHES NAVIGATION DIST	N/A	N/A	N/A	N/A
849	DRAINAGE DISTRICT #6	N/A	N/A	N/A	N/A
901	JEFFERSON COUNTY	N/A	N/A	N/A	N/A
A59	FARM AND LATERAL ROAD	N/A	N/A	N/A	N/A
CAD	JEFFERSON CO APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
T341	TIF PORT OF BMT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A  
 Taxes w/o Exemptions: N/A

Improvement / Building



<b>Improvement #1:</b>	Residential	<b>State Code:</b>	A1	<b>Living Area:</b>	1105.0 sqft	<b>Value:</b>	N/A
Type	Description	Class CD	Exterior Wall	Year Built	SQFT		
HSE	HOUSE	3F1	FRAME	2010	1105.0		
CVP	COVERED PORCH/PATIO	3F1		2010	95.0		
CVP	COVERED PORCH/PATIO	3F1		2010	15.0		

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES60	RES60	0.1492	6500.00	50.00	130.00	N/A	N/A

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017		N/A	N/A	N/A	N/A	N/A
2016	\$56,100	\$2,880	0	58,980	\$0	\$58,980
2015	\$59,220	\$2,880	0	62,100	\$0	\$62,100
2014	\$59,220	\$2,880	0	62,100	\$0	\$62,100
2013	\$62,700	\$2,880	0	65,580	\$0	\$65,580
2012	\$62,640	\$2,880	0	65,520	\$0	\$65,520
2011	\$69,600	\$2,880	0	72,480	\$0	\$72,480
2010	\$63,140	\$2,880	0	66,020	\$0	\$66,020
2009	\$63,140	\$2,880	0	66,020	\$0	\$66,020
2008	\$30,110	\$2,880	0	32,990	\$7,250	\$25,740
2007	\$20,520	\$2,880	0	23,400	\$0	\$23,400
2006	\$11,060	\$2,880	0	13,940	\$0	\$13,940
2005	\$21,500	\$2,880	0	24,380	\$2,110	\$22,092
2004	\$21,500	\$2,880	0	24,380	\$4,130	\$20,251
2003	\$15,530	\$2,880	0	18,410	\$0	\$18,410
2002	\$16,250	\$2,880	0	19,130	\$0	\$19,130
2001	\$16,250	\$2,880	0	19,130	\$0	\$19,130

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/3/1993 12:00:00 AM	WD	WARRANTY DEED		NIXON ROSE MARI			104752249
2	4/1/1992 12:00:00 AM	WD	WARRANTY DEED		REYNOLDS GARY F			103802542

Questions Please Call (409) 840-9944

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.2

Database last updated on: 3/29/2017 11:52 PM

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

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

**Explanation**

City of Huntsville is requesting a utility easement from Sam Houston State University for the purpose of improvement of existing utilities. Sam Houston State University is securing a survey of the exact locations of the Component's primary fiber optic cable to determine whether adjustments to the terms and locations of the easement are necessary before execution.

A description of the easement is attached.

# Utility Easement Agreement

Project No. 17-10-03

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

Date: \_\_\_\_\_ day of \_\_\_\_\_, 2017

Grantor: **SAM HOUSTON STATE UNIVERSITY (“University”)**, a state institution of higher education and a member of the Texas State University System

Grantor's Mailing Address: P.O. Box 2027, Huntsville (Walker County), Texas 77341

Grantee: **THE CITY OF HUNTSVILLE (“City”)**, a home-rule municipal corporation of the State of Texas.

Grantee's Mailing Address: 1212 Avenue M, Huntsville (Walker County), Texas.

Easement Property: Being 1.507 acres of land, more or less, situated in the JOHN W. ADAMS SURVEY, Abstract No. 62, and the PETER TURLINSON LABOR, Abstract No. 539, Walker County, Texas, being more particularly described by metes and bounds in Exhibit “A” and shown on a Plat in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Easement Purpose: The right to, upon submission of plans and obtaining approval by Grantor, construct, reconstruct, operate, maintain, inspect, test, repair, alter, replace, move, remove, change the size of, and abandon in place, utility lines and related facilities (collectively, the “Facilities”), without limiting Grantor's use of the property and without Grantee damaging any property of Grantor, including Fiber Optic Cable located within the Easement.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor. Including the abandonment, quitclaim and release of the City's right, title and interest in those certain easements granted to the Grantee listed as follows:

- (1). Sewer Easement, dated February 23, 1973 and recorded in Volume 256, page 4, Deed Records of Walker County, Texas;
- (2). Easement, “Line A”, dated May 15, 1973 and recorded in Volume 256, page 496,

Deed Records;

(3). Easement, dated November 1, 1974 and recorded in Volume 273, page 540, Deed Records.

Reservations from Conveyance: Grantor reserves from the grant of this easement all mineral interests, whether known or unknown, currently owned by Grantee in, on, or under and including that may be produced and saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith.

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement for joint use of the surface and subsurface of the Grantor's property that is reasonably necessary to install, maintain, and repair public utilities, on, and across the surface of the Easement Property together with an additional unobstructed aerial easement of five (5) feet above the then highest point of the property for the Easement Purpose, (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. This conveyance is made without express or implied warranty. All warranties which might arise by common law or statute, including, but not limited to the Texas Property Code § 5.23 (or its successor) are excluded.

Reservation: Grantor hereby reserves to Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith. Grantor further reserves the right, and Grantee shall respect and be responsible for any damage to, Grantor housing fiber optic cable or other utilities within the Easement Property.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this document:

1. The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of City and City's heirs, successors, and permitted assigns.

2. The grant of the Easement shall lapse, terminate and revert to The University should the purposes of the Easement cease to exist, or use of the Easement is rendered

impossible. Upon such occurrence, all right, title and interest of the City in the Easement Property shall be of no further force and effect, and title to the Easement Property shall then and there wholly and absolutely and automatically revert and be vested in The University or its successors and assigns by operation of law and without the necessity of any action by The University.

3. City's right to use the Easement Property is nonexclusive, and The University reserves for The University and The University's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by The University and The University's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this Easement and does not restrict or limit rights hereby granted. However, should expansion of Sam Houston State University require construction over or upon the Easement, so as to require relocation of any utility lines, including, but not limited to, water, sewer and drainage, such relocation shall not be at the expense of the City of Huntsville.

4. This Easement, and City's rights hereunder, are subject to all University property in the subsurface, prior easements, reservations, grants of other rights, restrictions and other encumbrances and matters now of record and/or evident on said lands or otherwise made known by The University to City.

5. City's use of said Easement Property shall not unreasonably interfere with The University's use of the land herein described or adjacent lands. The University reserves the right to construct, or permit to be constructed or erect, any house, building, or other structure, over the Easement Property without the express prior written consent of City. City shall be responsible for any damages City may cause to University's property located within the Easement.

6. For erosion control purposes, the Easement rights granted herein to City shall also include the right, upon obtaining the prior written consent of the University and so long as City does not interfere with University's fiber optic cable, to add, construct, maintain, repair, or replace concrete, rock rip rap or other improvements to protect the Facilities within or adjacent to creeks, gullies, and other natural or man-made water drainage courses, whether located within the Easement Property or upon The University's' adjacent lands.

7. This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

8. *Binding Effect.* This Easement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This Easement will be construed under the laws of the state of



Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by the same.

11. *Integration.* This document contains the complete Easement rights granted and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement.

12. *Legal Construction.* If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the Easement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this document are for reference only and are not intended to restrict or define the text of any section. This Easement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this Easement must be in writing. Any notice required by this Easement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this document. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Recitals.* Any recitals in this document are represented by the parties to be accurate, and constitute a part of the substantive Easement.

IN WITNESS WHEREOF, The University, owner of the Easement Property, has caused these presents to be executed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The University: \_\_\_\_\_  
Dana G. Hoyt, President

THE STATE OF TEXAS                    }  
  }  
COUNTY OF WALKER                    }        ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Dana G. Hoyt, President of Sam Houston State University, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Texas

Acknowledgement and Acceptance by GRANTEE: CITY OF HUNTSVILLE, TEXAS

BY: \_\_\_\_\_

Matt Benoit, City Manager

THE STATE OF TEXAS	}	
	}	ACKNOWLEDGMENT
COUNTY OF WALKER	}	

BEFORE ME, a Notary Public, on this day personally appeared, Matt Benoit, City Manager of Huntsville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Texas

Return to City's address:

City of Huntsville, Texas  
1212 Avenue M  
Huntsville, Texas 77340

## TXST: Easement Agreement with the City of San Marcos

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

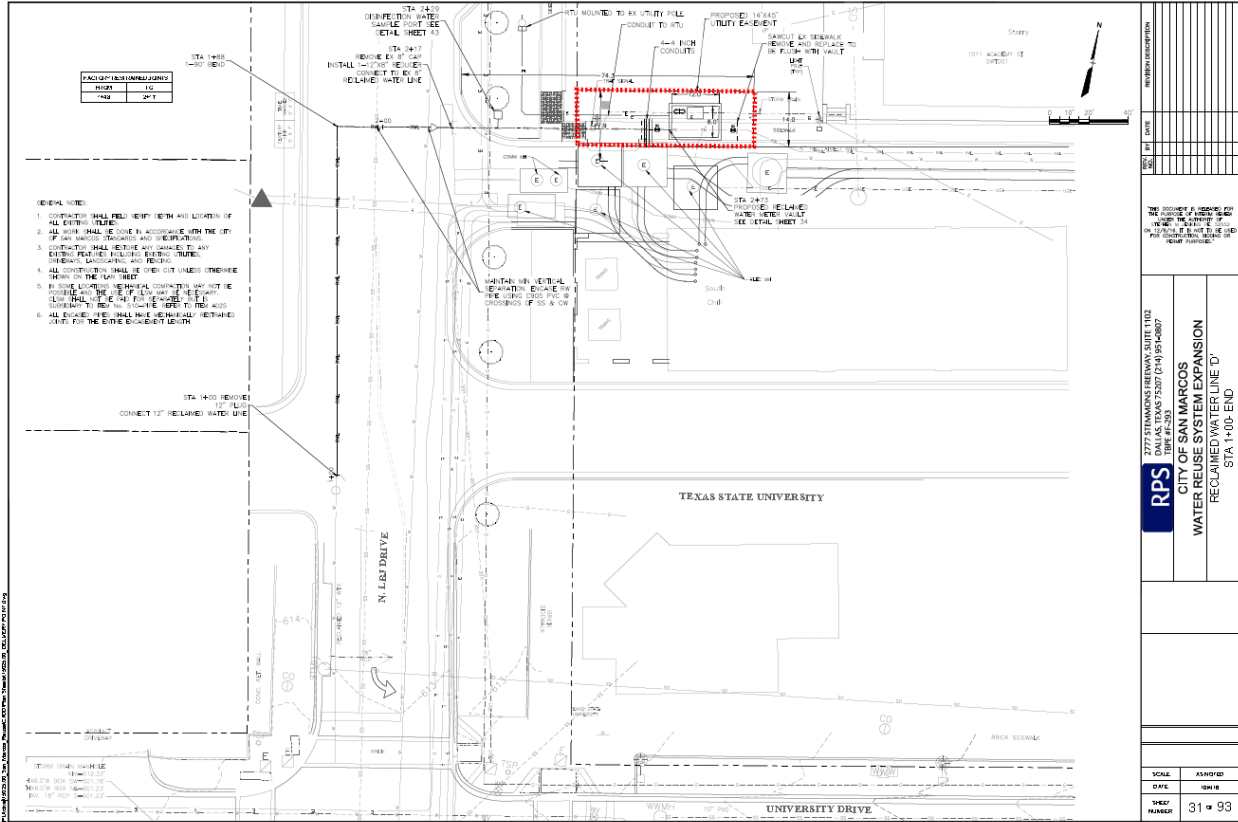
### Explanation

The City of San Marcos is extending reclaimed water service to the Texas State campus in partnership with the university. The proposed easement will provide an easement around the reclaimed water line extension from the public right-of-way to a proposed reclaimed water meter vault.

A copy of the easement as reviewed and approved by the General Counsel is attached.

### Map





PROJECT NO.	10
DATE	04.1

- GENERAL NOTES:
1. CONTRACTOR SHALL VERIFY DEPTH AND LOCATION OF ALL EXISTING UTILITIES.
  2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN MARCOS STANDARDS AND SPECIFICATIONS.
  3. CONTRACTOR SHALL VERIFY ANY DAMAGE TO ANY EXISTING UTILITIES INCLUDING EXISTING UTILITIES, FIREARMS, SANITATION, AND FIBER.
  4. ALL CONSTRUCTION SHALL BE OPEN CUT UNLESS OTHERWISE NOTED ON THE PLAN.
  5. IN SOME INSTANCES, THE MANUAL COMPANION MAY NOT BE AVAILABLE AND THE USE OF THE MANUAL IS NECESSARY. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE MANUAL.
  6. ALL EXISTING UTILITIES SHALL BE PROTECTIVELY RETAINED UNLESS OTHERWISE NOTED OTHERWISE.

<b>RPS</b> 3777 STAMMERS FREEWAY, SUITE 1102 DALLAS, TEXAS 75237 (214) 951-0807	
<b>CITY OF SAN MARCOS</b> WATER REUSE SYSTEM EXPANSION RECLAIMED WATER LINE 'D' STA 1400 - END	
SCALE	AS SHOWN
DATE	05/16
SHEET NUMBER	31 of 93

## Reclaimed Water Utility Easement Agreement

This agreement, dated \_\_\_\_\_, 2017, is between **Texas State University (Grantor)**, 601 University Drive, San Marcos, TX 78666 and the **City of San Marcos (Grantee)**, 600 E. Hopkins Street, San Marcos, Texas 78666.

### 1. Easement Granted

- 1.01. Permanent Easement. For valuable consideration received, Grantor grants to Grantee a permanent easement and right-of-way (the "Easement") along, over, under, and across the Grantor's property in San Marcos, Hays County, Texas, as described by metes and bounds in Exhibit "A" attached hereto and made a part of this easement for all purposes (the "Easement Area"), to have and to hold this easement to Grantee and Grantee's successors and assigns forever.
- 1.02. Easement's Purpose. This easement, with its rights and privileges, shall be used for the purposes of placing, constructing, installing, reconstructing, operating, repairing, maintaining, inspecting, replacing, modifying, or removing (in whole or in part) one underground reclaimed water line and associated vault, monitoring, and control devices, and all necessary or desirable appurtenances and equipment (the "Facilities"), with the components of the Facilities being located on the surface, e.g., vault and vent, to be located in the areas as specifically identified and illustrated in the surface location plans attached hereto as Exhibit "B," provided that any change in the location of such surface components will be coordinated with and approved by Grantor, which approval will not be unreasonably withheld.
- a. Grantee shall have the right to cut, trim, and remove trees, vegetation, undergrowth, structures, and other obstructions in the Easement Area as may injure, endanger, or interfere with the purposes of this easement. Grantee shall coordinate with Grantor prior to commencement of this type of work (except in cases of unscheduled emergency repairs needed to restore power and/or prevent imminent threat to public safety, e.g., severed power lines on the ground, in which case, Grantor will be contacted as soon as is reasonable under the circumstances).
  - b. It is understood and agreed that Grantor has significant improvements within the Easement Area and in the future reserves the right to expand said improvements, including; but not limited to: landscaping, sidewalks, fencing (but not concrete or masonry walls), provided that any fencing is crossing approximately perpendicular to the easement alignment or, if running parallel to the easement alignment, is no more than two feet from the adjacent public right-of-way), signage, paving, and associated irrigation and lighting that do not interfere with the purposes of this easement, subject to coordination with Grantee.
  - c. Grantor may not place, erect, or maintain in the Easement Area (i) any permanent structures, including, but not limited to habitable structures such as residential dwellings or offices, nor, (ii) without Grantee's prior written approval, any structure, including, but not limited to, drainage, filtration, or detention ponds, or changes in grade, elevation or contour of the land which would impair Grantee's access to its Facilities.
- 1.03 Temporary Work Space. In addition to the permanent easement granted above, Grantor grants to Grantee the temporary right to occupy for the sole purpose of the initial construction of the Facilities, an area (the "Temporary Work Space Area") as depicted on Exhibit "C" attached hereto and made a part hereof for all purposes. Grantee will, as reasonably as is practicable, restore the surface of the land to a condition equal to or exceeding that existing prior to construction. This temporary right to occupy the Temporary Work Space Area shall begin on the date construction of the Facilities begins and continue for a period not to exceed three months, after which time, any extension for additional three month periods shall be subject to approval of Grantee, which approval shall not be unreasonably withheld.

2. Easement's Duration

- 2.01. Duration. This easement shall continue for as long as Grantee shall operate permitted facilities in the Easement Area.
- 2.02. Automatic Termination. This easement will terminate when the purpose of the easement as described in section 1.02 ceases to exist, is abandoned by Grantee, or becomes impossible of performance for 180 consecutive days. Upon termination Grantee will execute such documents as Grantor may require in order to show that Grantee has abandoned the easement.
- 2.03. Discretionary Termination. If Grantee violates any of the terms of this agreement, then Grantor may terminate this easement after giving Grantee written notice of default. Upon receipt of written notice of default Grantee will have 30 days to remedy the violation. If the violation remains after 30 days from the date of notice of default, the easement will terminate and the Grantee will have 60 days from the date of termination to remove its property from the Easement Area.

3. Grantor's Rights Reserved

- 3.01. Grantor reserves, subject to the limitations herein, the right to use the surface of the Easement Area for any purpose that does not interfere with Grantee's use of the Easement Area.

4. Mutual obligations

- 4.01 Damage to Property. Except as otherwise provided herein, each party agrees that it shall be responsible, to extent permitted by law, for the cost of repairs and replacement of any property of the other damaged by such party's activities in the Easement Area.
- 4.02 Coordination. The parties will endeavor to coordinate all of their activities within the Easement Area and to cooperate so that Grantor's activities in the Easement Area do not interfere unreasonably with the purposes of this easement and Grantee's activities do not interfere unreasonably with Grantor's activities on Grantor's property.

5. General Provisions

- 5.01. Entire Agreement. This agreement contains the entire agreement of the parties relating to this subject. Any oral representations or modifications concerning this agreement shall not be effective. Any subsequent modification of this agreement must be in writing and signed by representatives of both parties.
- 5.02. Choice of Law. The parties will construe this easement according to the laws of the State of Texas and will perform all of their obligations under this easement in Hays County, Texas.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Grantor: Texas State University

\_\_\_\_\_  
 Eric Algoe, Vice President for  
 Finance and Support Services  
 Date: \_\_\_\_\_

Grantee: City of San Marcos

\_\_\_\_\_  
\_\_\_\_\_, City Manager

Date: \_\_\_\_\_

**Grantor's Acknowledgment**

State of Texas           §  
                                  §  
County of Hays         §

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_ by Eric Algoe, Vice President for Finance and Support Service of Texas State University, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

**Grantee's Acknowledgment**

State of Texas           §  
                                  §  
County of Hays         §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_, as City Manager of City of San Marcos, in such capacity, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas



Exhibit A

EXHIBIT "A"

0.0139 AC.  
JUAN MARTIN VERAMENDI SURVEY  
ABSTRACT NO. 17

DESCRIPTION FOR 0.0139 OF ONE ACRE

DESCRIPTION OF 0.0139 OF ONE ACRE OR 607 SQUARE FEET OF LAND, MORE OR LESS, OUT OF THE JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS, SAID 0.0139 OF ONE ACRE ALSO BEING OUT OF THAT TRACT OF LAND DESCRIBED AS 40,699.5 SQUARE FEET IN A DEED TO THE STATE OF TEXAS, OF RECORD IN VOLUME 212, PAGE 343, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 0.0139 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at the northwest corner of this tract, same being in the west line of said 40,699.5 square foot State of Texas tract and the east right-of-way line of North LBJ Drive, from which a nail found at the northwest corner of that tract described as 8,126 square feet in a deed to the State of Texas, of record in Volume 181, Page 544, Official Public Records, Hays County, Texas, and the southwest corner of that tract described in a deed to the State of Texas, of record in Volume 180, Page 113, Official Public Records, Hays County, Texas, bears N08°40'51"W 328.24 feet; said point of beginning having a Texas State Plane Coordinate (Texas South Central Zone, NAD83, US feet, combined scale factor of 1.00011708) grid value of N-13,871,231.07, E-2,304,247.24;

THENCE, with the north line of this tract, crossing said 40,699.5 square foot State of Texas tract, N81°00'38"E 43.31 feet to a calculated point at the northeast corner of this tract;

THENCE, with the east line of this tract, crossing said 40,699.5 square foot State of Texas tract, S08°59'22"E 14.00 feet to a calculated point at the southeast corner of this tract;

THENCE, with the south line of this tract, crossing said 40,699.5 square foot State of Texas tract, S81°00'38"W 43.38 feet to a calculated point at the southwest corner of this tract, same being in the west line of said 40,699.5 square foot State of Texas tract and the east right-of-way line of North LBJ Drive;

THENCE, with the west line of this tract and said 40,699.5 square foot State of Texas tract and the east right-of-way line of North LBJ Drive, N08°40'51"W 14.00 feet to the POINT OF BEGINNING and containing 0.0139 of one acre, or 607 square feet, within these metes and bounds, more or less.

0.0139 AC.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, South Central Zone, NAD83 (CORS96) Datum and were established by GPS observation. The bearings shown are grid bearings. The Combined Grid to Surface Scale Factor is 1.00011708). All distances shown are surface distances.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPLS Firm# 10095500



10/28/2016

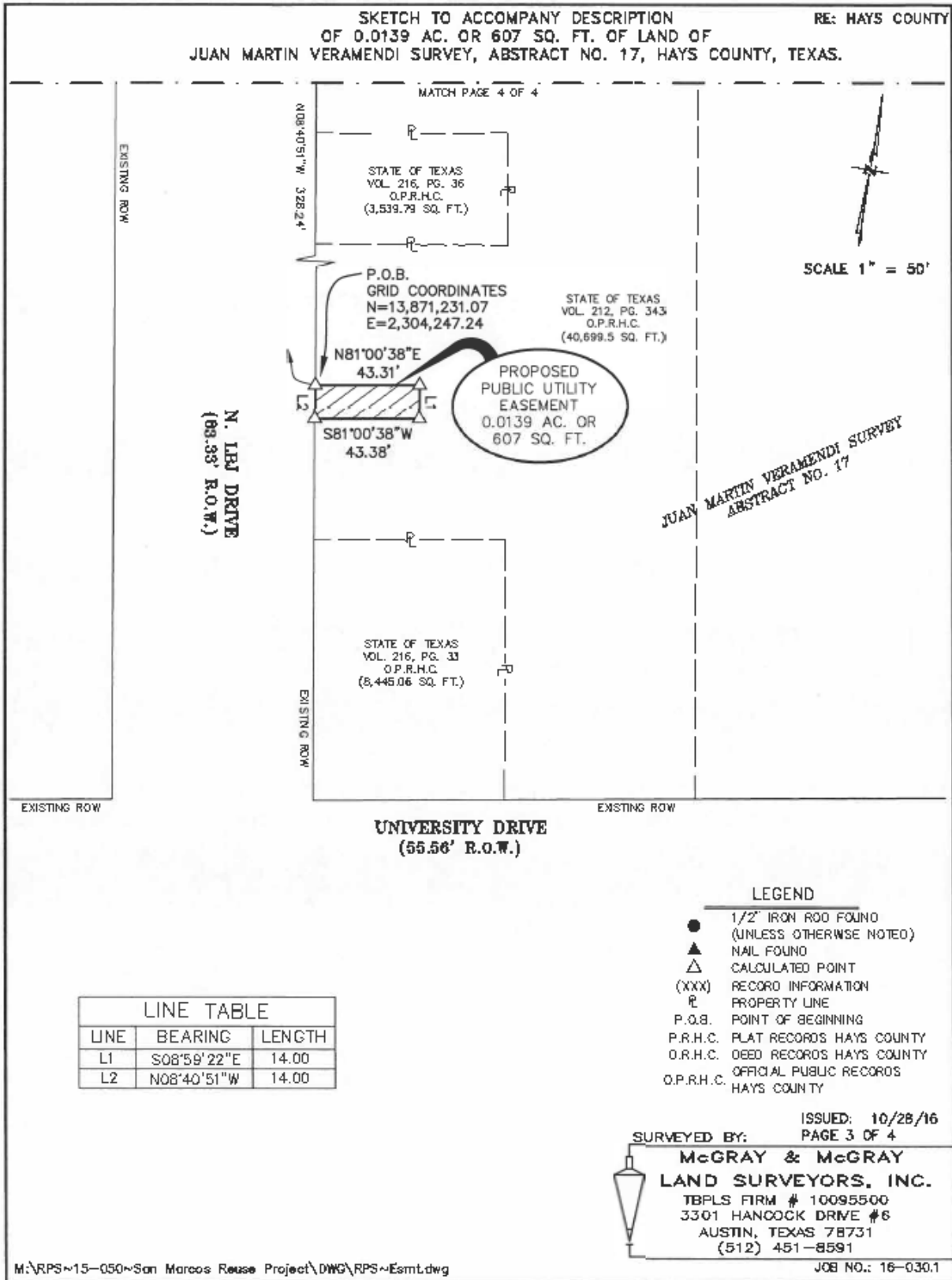
Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description.

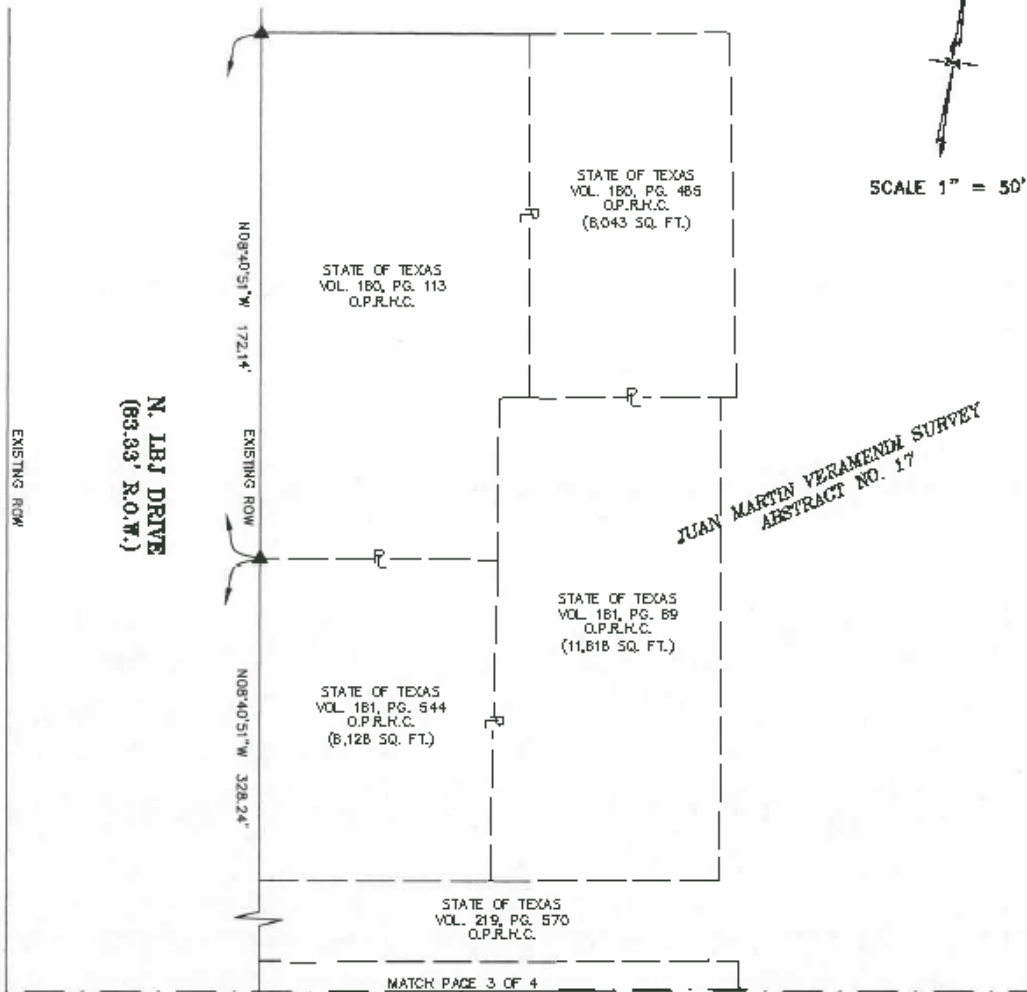
2016/Descriptions/San Marcos Reuse/0.0139 ac  
Issued 10/28/2016

Exhibit B



SKETCH TO ACCOMPANY DESCRIPTION  
 OF 0.0139 AC. OR 607 SQ. FT. OF LAND OF  
 JUAN MARTIN VERAMENDI SURVEY, ABSTRACT NO. 17, HAYS COUNTY, TEXAS.

RE: HAYS COUNTY



NOTES:  
 1. THE COORDINATE SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83 (CORS96) DATUM AND WAS ESTABLISHED BY GPS OBSERVATION. THE BEARINGS SHOWN ARE GRID BEARINGS. THE COMBINED GRID TO SURFACE SCALE FACTOR IS 1.00011708. ALL DISTANCES SHOWN ARE SURFACE DISTANCES.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ▲ NAIL FOUND
- △ CALCULATED POINT
- (XXX) RECORD INFORMATION
- ⌒ PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.R.H.C. PLAT RECORDS HAYS COUNTY
- D.R.H.C. DEED RECORDS HAYS COUNTY
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS HAYS COUNTY



*Chris Conrad*

10/26/16

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
 Note: This copy of this plat is not valid unless an original signature through an original seal appears on its face. There is a description to accompany this plat. TBPLS FIRM NO. 10095500

ISSUED: 10/26/16  
 SURVEYED BY: PAGE 4 OF 4

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

M:\RPS~15-050~San Marcos Reuse Project\DWG\RPS~Esmt.dwg

JOB NO.: 16-030.1



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

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

**Explanation**

Texas State identified the subject property, on Hunter Road and near the Texas State University Science, Technology, and Advanced Research Park (STAR Park) as meeting identified needs to support future expansion of STAR Park. The property is currently in agricultural use.

STAR Park is bounded by FM2439 (Hunter Road), McCarty Lane Drive, and the Union Pacific Railroad. With physical constraints on three sides, only one property allows for adjacent expansion of STAR Park.

The proposed purchase is not contiguous to STAR Park. The interceding 11 acres is owned by the Estate of Herold Abel and subject to a right of first refusal held by Texas State University.

STAR Park currently comprises 58 acres. The Association of University Research Parks national survey determined that university research parks average in excess of 100 acres. The acquisition of the subject property will allow Texas State to better meet the demands for building and other improvement sites typical of today's university research parks.

Map



## **TXST: Bobcat Village Apartments Security Alarm Replacement Contract**

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

### **Explanation**

#### **Background Information:**

Bobcat Village Apartments needs to have the existing security system replaced to maintain a safe and secure environment for our student residents. The existing system was installed when Bobcat Village was constructed in 2002 and has outlived its useful life.

Protection One, Inc., the current vendor who provides these services on a month-to-month basis, declined the offer to bid on a new system.

The RFPs were evaluated, and Convergent was determined to be the best value for Texas State University.

#### **Scope of the Project:**

Bobcat Village has 384 apartment units contained in 15 different three-story buildings with 108 one-bedroom units and 276 two-bedroom units. The total number of bed spaces in the facility is 660 beds. In addition, the complex has two other one-story buildings that will need alarm replacements, one identified as the Office, and the other identified as the Clubhouse.

#### **Project Costs:**

The contract will include the equipment and initial installation cost of \$499,458, with annual monitoring costs of \$125,064 for the first five years. The total cost of this new system over the initial five years will be \$1,124,778, and if the two additional two-year terms are agreed to in writing by both parties, the total cost for nine years will be \$1,625,034.

#### **Source of Funds:**

The Department of Housing and Residential Life FY 2017 Budget has funds available for use to complete the purchase and installation of this equipment in 2017. The FY 2018 Budgets going forward will provide the necessary funding for the annual monitoring costs.



AGREEMENT BETWEEN  
TEXAS STATE  
UNIVERSITY AND  
CONVERGINT TECHNOLOGIES LLC

This Agreement to provide Bobcat Village Apartments Security Alarm Replacement (“Work”) is made and entered into effective as of May 22, 2017 (“Effective Date”) by and between Texas State University (“University”), an Agency and Institution of Higher Education authorized under the laws of the State of Texas and Convergent Technologies LLC (“Contractor”).

In consideration of the mutual promises and covenants contained in the Agreement, University and Contractor agree as follows:

1. **TERM** – The initial term of this Agreement will be for five (5) years and will begin on the Effective Date and expire May 21, 2022. University will have the option to renew this Agreement for two (2) additional two (2) year terms, for a not-to-exceed amount of \$1,700,000 for the life of the contract.
2. **STATEMENT OF WORK** – Contractor agrees to perform the Work as more particularly described in the **Scope of Work** attached and incorporated for all purposes.
3. **PERMITS AND LICENSES** – Contractor agrees to obtain and keep in effect all necessary permits, licenses and notices required for its performance under this Agreement, and will post or display in a prominent place the permits, licenses and notices as required by Applicable Laws.
4. **STANDARD OF PERFORMANCE** – Contractor agrees to use its best efforts, skill, diligence, judgment, and abilities to perform the Work in accordance with the standards specified in this Agreement, **Attachment A Scope of Work**, the highest standards of Contractor's business, and all Applicable Laws.
5. **PAYMENT TERMS** – University will pay for Work performed under this agreement in accordance with Texas Government Code; section 2251 “Prompt Payment”.
  - 5.1 No work shall commence until such time as a valid signed purchase order is received. Invoices that are submitted without a purchase order number and issued before the commencement of work will be subject to loss of payment.
  - 5.2 **The purchase order number must be on the invoice(s) or the invoice(s) will be returned to your company for revision, which will delay payment.**
  - 5.3 The amount due to Contractor will be paid upon receipt of an invoice that details the date of service, describes the Work performed, and provides supporting documentation relating to the Work. The Contractor must sign the invoice and submit to University.
  - 5.4 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“TAC”) Section 3.322.
  - 5.5 Within ten calendar days after termination of this Agreement, Contractor will submit any outstanding invoice(s) (“Final Invoice(s)”) to the University Department that ordered the Work,



which will set forth all amounts due and remaining unpaid to Contractor and upon approval of the Final Invoice(s) by University, University will pay to Contractor the amount due.

- 5.6 Notwithstanding any provision to the contrary, University will not be obligated to make any payment to Contractor if any one or more of the following conditions exist:
  - 5.6.1 Contractor is in breach or default under this Agreement; or
  - 5.6.2 Any part of the payment is attributable to Work, which is not performed in accordance with this Agreement provided; however, payment will be made as to the part attributable to Work, which is performed in accordance with this Agreement.
- 5.7 No partial payment made will be or construed to be final acceptance or approval of that part of the Work to which the partial payment relates or relieve Contractor of any of its obligations under this Agreement.
- 5.8 The acceptance of Final Payment(s) constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice(s).
- 5.9 Except for the obligation of University to pay Contractor certain amounts pursuant to the terms of this Agreement, University will have no other liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of University to Contractor, no present or future agent, officer, director, employee, or regent of University or of the institutions comprising The Texas State University System, or anyone claiming under University, has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.
6. **INDEPENDENT CONTRACTOR** – Contractor recognizes that it is engaged as an independent contractor and acknowledges that University has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee or agent of University, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing the Work to University will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees, agents or borrowed servants of, acting for or on behalf of, University. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon University.
7. **LABOR RELATIONS** – Contractor agrees to take immediate and reasonable steps to continue its provision of the Work under this Agreement in the event of any labor dispute or other action involving its employees.
8. **INSURANCE** – Contractor, consistent with its status as an independent contractor, will carry, and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in

amounts (unless otherwise specified) as University may require:

8.1 Workers' compensation insurance coverage for each of Contractor's employees employed on this project. Contractor must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

8.2 Contractor's General Liability and Property Damage Insurance limits of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

8.3 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:

Bodily Injuries (including accidental death)	\$1,000,000
Per Occurrence	\$1,000,000
Property Damage	\$1,000,000

8.4 The General Liability and Property Damage and Commercial Automobile Liability Insurance policies shall be primary and name Texas State University and The Texas State University System (TSUS), their Regents and employees as additional insureds. The additional insured status must cover completed operations as well.

The workers' compensation and owners' protective liability policies will provide a waiver of subrogation in favor of the University.

8.5 Contractor will deliver to University:

8.5.1 Evidence, satisfactory to University, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

8.5.2 Additional evidence, satisfactory to University, of the continued existence of all insurance not less than thirty days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation, will name and the evidence will reflect University as an Additional Insured and will provide that the policies will not be canceled until after thirty days unconditional written notice to University.

8.6 The insurance policies required in this Agreement will be kept in force for the periods specified below:

8.6.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and

8.6.2 Workers' Compensation Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

9. **ACCESS TO UNIVERSITY FACILITIES** – Contractor and its employees, permitted subcontractors and agents may access only the Areas and those University facilities that are necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other University facilities. Contractor and its Employees, permitted Subcontractors and Agents will not use any University equipment including computers, printers, typewriters, radios, televisions, telephones,



desks, chairs, or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on University's premises. Contractor acknowledges that its employees may be subject to the provisions of Section 17.

10. **PRESENCE ON UNIVERSITY PREMISES** – Contractor agrees that it will ensure that all of its Employees, Subcontractors and Agents whose duties bring them upon University's premises will obey the rules and regulations that are established by University and TSUS and will comply with reasonable directives University's representatives may give to Contractor.

Contractor is responsible for acts of its Employees, Subcontractors and Agents while on University's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its Employees, Subcontractors and Agents. Contractor will promptly repair, in accordance with the specifications of University, any damage that it, or of its Employees, Subcontractors and Agents, may cause to University's premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

11. **DEFAULT AND TERMINATION** – In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, University may terminate this Agreement at any time upon giving fifteen (15) days advance written notice to Contractor.

- 11.1 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty days, University has the right to terminate this Agreement upon fifteen days advance written notice to Contractor, in addition to any other rights of any nature that University may have at law or in equity.

- 11.2 Either Party, without cause, may, terminate this Agreement at any time upon giving ninety calendar days advance written notice unless agreed in writing otherwise by the parties. Upon termination pursuant to this Section, Contractor is entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment to the termination date in accordance with this Agreement. University is not required to reimburse Contractor for any Work performed or expenses incurred after the termination date.

- 11.3 Termination under this Section does not relieve Contractor or any of its employees, subcontractors or agents from liability for violations of this Agreement or any other act or omission of Contractor.

- 11.4 University is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.

12. **INDEMNIFICATION** – CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM AND THEIR REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS,



CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT, TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAYBE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR. TO THE EXTENT PERMITTED BY TEXAS LAW, IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT CONTRACTOR IS OR MAY BE PROVIDING MONITORING AND OR INTRUSION PRODUCTS WHICH ARE DESIGNED TO PROVIDE NOTIFICATION OF CERTAIN EVENTS BUT ARE NOT INTENDED TO BE GUARANTEES OR INSURERS AGAINST ANY ACTS FOR WHICH THEY ARE SUPPOSED TO MONITOR OR INFORM. AS REQUIRED BY THE MONITORING AND INTRUSION INDUSTRY AND THE MANUFACTURERS THEREOF, CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS AGREEMENT, DOES NOT APPLY TO THE EXTENT THE LOSS INDEMNIFIED AGAINST IS CAUSED BY ANY MONITORING OR INTRUSION PRODUCT OR SOFTWARE PROVIDED BY BUT NOT MANUFACTURED BY CONTRACTOR. CONTRACTOR SHALL HAVE **NO** LIABILITY TO UNIVERSITY FOR ANY LOSSES TO THE EXTENT SUCH LOSSES ARE CAUSED SOLELY BY THE MONITORING OR INTRUSION PRODUCT OR SOFTWARE. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. TO THE EXTENT PERMITTED BY TEXAS LAW, IN NO EVENT SHALL EITHER CONTRACTOR OR UNIVERSITY BE LIABLE TO THE OTHER PARTY HERETO, OR TO ANY INDEMNITEE, FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS (WHETHER AS A DIRECT OR CONSEQUENTIAL DAMAGE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF THE CONSTITUTIONAL, STATUTORY OR COMMON LAW RIGHTS, DEFENSES, PRIVILEGES OR IMMUNITIES OF THE PARTIES.

13. **CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION** Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assume that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws, and the terms of this Agreement; and (4) comply with University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.



- 13.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 13.2 **Return of University Records.** Contractor agrees that within thirty days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2), destroyed if return is not feasible. Twenty days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 13.3 **Disclosure.** If Contractor has need to disclose any University Records to a subcontractor or agent, Contractor will first secure written permission from the University and then require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Agreement.
- 13.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Work or the engagement of Contractor as an independent contractor of University in connection with the Work, or release any information relative to the Work for publication, advertisement or any other purpose without the prior written approval of University.
- 13.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Contractor is required to make any information created or exchanged with the state pursuant to this contract that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.
- 13.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Agreement, University may immediately terminate this Agreement without notice or opportunity to cure.
- 13.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
14. **COMPLIANCE WITH LAW** – Contractor is aware of, fully informed about and in full compliance with its obligations with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically

Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 United States Code 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

15. **COMPLIANCE WITH UNIVERSITY POLICIES AND TEXAS STATE UNIVERSITY SYSTEM RULES AND REGULATIONS –**

Contractor agrees to comply with all University Policies and Texas State University System Rules and Regulations, including but not limited to the following and, at a minimum, shall apply to the Contractor's employees, subcontractors, and agents while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

All University Policies and Procedures Statements may be viewed at <http://www.txstate.edu/effective/upps/>

16. **NONDISCRIMINATION:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

17. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS**

17.1 Contractor will provide representation that it has conducted the following background checks on its officers, employees, or other persons it causes to be on the campus:

17.1.1 Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students;

17.1.2 Criminal history and credit history background checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by University;

17.1.3 Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a



university campus or healthcare center, including violent or sexual offenses.

17.1.4 Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

18. **UNDOCUMENTED WORKERS** – The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form ("1-9 Form") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the 1-9 Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration and Nationality Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
19. **EQUAL OPPORTUNITY** – Pursuant to Applicable Laws, Contractor represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, sexual orientation or gender identity.
20. **TAXES** – Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.
21. **ACCESS BY INDIVIDUALS WITH DISABILITIES** – Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Contract and Contractor will refund to the University all amounts the University has paid to Contractor within thirty days after the termination date.

All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508.

The Contractor agrees to protect, defend, and save the University, its elected and appointed officials, agent, and employees, while acting within the scope of their duties as such, harmless from and against



all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily and personal injuries, death, damage to property arising out of services performed or omissions of services the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the negligence of the University under this Agreement with regard to Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA

22. **OWNERSHIP OF WORK PRODUCTS INCLUDING INTELLECTUAL PROPERTY** – The parties shall deem all work products produced as a result of this Agreement as “works for hire.” Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this Agreement shall be UNIVERSITY'S exclusive property, to use as UNIVERSITY deems appropriate.

CONTRACTOR relinquishes all claims to copyright and other intellectual property rights in favor of the UNIVERSITY.

Neither CONTRACTOR nor its subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of the UNIVERSITY'S AUTHORIZED REPRESENTATIVE, or designee. CONTRACTOR makes no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

23. **PATENT, TRADEMARK, COPYRIGHT, AND OTHER INFRINGEMENT CLAIMS** – Contractor shall indemnify, save and hold harmless the University from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from University's or Contractor's use of or acquisition of any services or other items provided to University by Contractor or otherwise to which University has access as a result of Contractor's performance under Agreement, provided that University shall notify the Contractor of any such claim within a reasonable time of University's receipt of notice of any such claim. This indemnification shall not apply to the extent the infringement is due to any special designs provided by University, or changes, modifications or unique uses by University. If Contractor is notified of any claim subject to this section, Contractor shall notify University of such claim within five business days of such notice. No settlement of any such claim shall be made by Contractor without University's prior written approval. Contractor shall reimburse University for any claims, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of University's legal counsel and shall also pay costs of multiple counsel, if required, to avoid conflicts of interest. If a court prohibits future use of any products or services because of an infringement, then Contractor shall have the option to procure the rights to use said products or services for University from the complaining party, or replace said products or services with non-infringing goods, or to refund the purchase price of said products or services to University. The foregoing expresses Contractor's entire and exclusive warranty and liability and University's exclusive remedy as to infringement, and Contractor will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein, unless Contractor, its employees, contractors, agents or others working with or through Contractor has caused the damage.

24. **CONTRACTOR CONFLICT** – Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any



difficulty with other contractors or labor engaged by Contractor or University or with any other party in the construction, maintenance or operation of University or any part thereof.

25. **ASSIGNMENT AND SUBCONTRACTING** – This Agreement is a personal service contract for the service of Contractor, except as specifically provided in Historically Underutilized Business Subcontracting Plan ("HSP"), attached, and incorporated for all purposes. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 -20.108. The benefits and burdens of this Agreement are assignable by University.
26. **TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION** – Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
27. **ELIGIBILITY CERTIFICATIONS** – Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if these certifications are inaccurate.
28. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** – Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
29. **PAYMENT OF DEBTS OR DELINQUENCY TO THE STATE OF TEXAS** – Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
30. **FRANCHISE TAX CERTIFICATION** – If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("**Chapter 171**"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
31. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS** – If Contractor will provide services under this Agreement, Contractor covenants and agrees that, in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Contractor will purchase products and materials produced in Texas when the products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
32. **LOSS OF FUNDING** – Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "**Legislature**"), allocation of



funds by the Board of Regents of The Texas State University System (the "**Board**") or funding availability through a Sponsored Program Funding Agency. If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, or funding is not available through a Sponsored Program Funding Agency, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

33. **LIMITATIONS** – THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
34. **ENTIRE AGREEMENT; MODIFICATIONS** – This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.
35. **VENUE, GOVERNING LAW** – Travis County, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
36. **WAIVERS** – No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement
37. **RIGHT TO AUDIT; INDEPENDENT AUDITS** – Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the State of Texas Auditor's Office or any successor agency ("**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the Work as requested. Contractor's failure to comply with this requirement shall constitute a material breach of Agreement and shall authorize University and the State of Texas to assess immediately appropriate damages for such failure. Contractor acknowledges and understands that the acceptance of funds under Agreement shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the

direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

38. **BINDING EFFECT** – Subject to the reservations stated in paragraph 5, 11 and 36, this Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
39. **APPOINTMENT** – University hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for University in connection with the performance of University's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.
40. **RECORDS** – Contractor agrees that University, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four years after Final Payment under this Agreement. Contractor agrees to refund to University within thirty days of being notified by University of any overpayments disclosed by any audits.
41. **NOTICES** – Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University: Texas State University  
Office of Procurement and Strategic Sourcing  
Attention: Director of Procurement and Strategic Sourcing  
601 University Drive  
San Marcos, TX 78666  
Email: [contracts@txstate.edu](mailto:contracts@txstate.edu)

*with copy to:* Department of Housing and Residential Life  
Attention: Kyle Estes, Assoc Dir, Housing & Residence Life  
601 University Drive  
San Marcos, TX 78666  
Email: [kyle.estes@txstate.edu](mailto:kyle.estes@txstate.edu)

If to Contractor: Convergent Technologies LLC  
Attention: Alan Bergschneider  
One Commerce Drive  
Schaumburg, IL 60173-5323  
Email: [alan.bergschneider@convergent.com](mailto:alan.bergschneider@convergent.com)



or other person or address as may be given in writing by University to Contractor in accordance with this Section.

42. **SEVERABILITY** – In case any provision of this Agreement, for any reason, will be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
43. **ASSIGNMENT OF OVERCHARGE CLAIMS** – Contractor hereby assigns to University any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, *Texas Business and Commerce Code*, Sections 15.01, et seq.
44. **ETHICS MATTERS, NO FINANCIAL INTEREST** – Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.txstate.edu/effective/upps/upps-01-04-02.html>. The Texas State University System Rules and Regulations, Chapter VIII, and applicable state ethics laws and rules, including Senate Bill 20 (84<sup>th</sup> Texas Legislature, 2015). Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Contractor acknowledges that the Texas Government Code, Section 2261.251(a) and 2261.252 require an initial determination in this higher education contract that no Texas State University System Regent, the Chancellor, Vice Chancellor and General Counsel, the University President or Director of Procurement has a 1% interest (or other interest prohibited by law) in Convergent Technologies LLC. or any affiliated company. The Parties also assert that this Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity to submit a Disclosure of Interested Parties (Disclosure), as prescribed by the Texas Ethics Commission, to the government entity (University) at the time the signed contract (or amendment) is submitted. Within 30 days after the Disclosure is filed, the University will file a copy of the Disclosure with the Texas Ethics Commission. that this Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity entering into a contract that requires approval of the Board of Regents, and/or has a value \$1 million (except for sponsored research or interagency contracts) to submit a Disclosure of Interested Parties form (Disclosure), as prescribed by the Texas Ethics Commission, to the institution at the time the signed contract (or amendment) is submitted. The form must include: (1) a list of each interested party (a person who has a controlling interest in a business entity, or who actively participates in facilitating the contract or negotiating the terms of the contract), and (2) the signature of the authorized agent of the business entity. Failure of the business entity to provide the Disclosure will result in termination of the Agreement. Following is the link to the form: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

45. **HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN** – Contractor agrees to use good faith efforts to subcontract the Work to be provided under this Agreement in accordance with the HSP. Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPASS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and

give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPASS in accordance with 34 TAC Chapter 20, §§20.101-20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

45.1 Changes to the HSP: If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (1) Contractor must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by University; and (3) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 45 to replace the HSP with the revised subcontracting plan.

45.2 Expansion of the Services: If University expands the scope of the services through a change order or any other amendment, University will determine if the additional services contain probable subcontracting opportunities not identified in the initial solicitation for the services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional services; or (2) Contractor may perform the additional services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, §§20.101-20.108.1

46. **FORCE MAJEURE** – Except as otherwise provided, neither Contractor nor University, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this agreement caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. “Force Majeure” is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such Force Majeure or otherwise waive this right as a defense.

47. **ALTERNATIVE DISPUTE RESOLUTION** – *The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of Contract made by Contractor:*

47.1 Contractor’s claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process:

47.1.1 Contractor shall submit written notice, as required by subchapter B, to University’s representative.

47.1.2 This notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.



- 47.1.3 A copy of the notice shall also be given to all other representatives of University and Contractor otherwise entitled to notice under the parties' Contract.
- 47.1.4 Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 47.2 The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- 47.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of Contract by University nor any other conduct of any representative of University relating to Contract shall be considered a waiver of its defenses, privileges, immunities including its sovereign immunity to suit.
- 47.4 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 47.5 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in either whole or in part.
- 47.6 The designated individual responsible on behalf of University for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of the Texas Government Code shall be University's representative named herein.
- 48. **CAPTIONS** – The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 49. **GROUP PURCHASING AUTHORITY** – Texas law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code). Contractor agrees that other Institutions of Higher Education may enter into an Agreement or Contract with Contractor for the purchase of the services described herein based on the terms, conditions, and prices, of this Contract.
- 50. **NOTICES TO CAMPUS** – At no time shall the Contractor send notices, by email or other methods, to campus staff, other than direct correspondence related to specific projects, without the express written approval from the Office of Procurement and Strategic Sourcing.
- 51. **PARKING** – Effective August 16, 2014 there will be no free parking on any Texas State University campus. All visitors must either pay for a parking permit as outlined below, or park in one of the pay parking garages. The pay parking garages are:

Edward Gary Parking Garage located at 405 N. Edward Gary Street  
 LBJ Student Center Garage located at 704 Gaillardia Street

Construction related vehicles may be able to park inside the fenced staging areas, even though that space is not intended for parking use, but area will be limited to one to four spaces and be set aside for

the Job Superintendent and other essential personnel. The Job Superintendent will provide the authorization for utilizing this space. A dashboard permit will be provided to vehicles that are approved to park inside the staging fence at no charge. This permit must be displayed at all times when parking inside the staging fence.

Vendors with marked vehicles who provide short-term business on campus such as the delivery of food, flowers, newspapers, etc... may park in university surface lots or in loading zones for no longer than 15 minutes with emergency flashers.

All other personnel must purchase perimeter permits, will park in lot P/AZ 10W (Bobcat Stadium West) and be transported to the work-site.

Permits must be displayed in all vehicles to legally park on campus.

Vehicles illegally parked on campus or do not have a visible permit may be subject to ticketing, immobilization (booting), and towing at the vehicle owner's expense.

The parking map may be viewed at <http://www.parking.txstate.edu/Campus-Maps.html>

Parking Fees may be viewed at <http://www.parking.txstate.edu/Parking-Information/Vendors>

52. In accordance with Texas Education Code Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:
- 52.1 Whether the provision appears on the face of the Agreement or Contract; or
  - 52.2 Whether the Agreement or Contract includes any provision to the contrary.

THE FOLLOWING LIST OF ATTACHMENTS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. ANY DISCREPANCIES BETWEEN ATTACHMENTS AND AGREEMENT, AGREEMENT TERMS AND CONDITIONS WILL PREVAIL.

Attachment A – Scope of Work  
Attachment B – Pricing and Delivery Proposal, and revised pricing proposal for reflecting the cellular monitoring as the secondary means  
RFP incorporated by reference  
HUB Subcontracting Plan

**IN WITNESS WHEREOF**, duly authorized representatives of University and Contractor have executed and delivered this Agreement effective as of the Effective Date.

Signatures on Following Page

CONVERGINT TECHNOLOGIES LLC



\_\_\_\_\_  
Alan Bergschneider, VP/CFO

\_\_\_\_\_  
April 12, 2017

Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
*Denise M. Trauth*  
President Denise M. Trauth, Ph.D. *CSA*  
Texas State University

\_\_\_\_\_  
4/19/2017

Date

\_\_\_\_\_  
Chancellor Brian McCall, Ph.D.  
The Texas State University System

\_\_\_\_\_  
Date

Approved as to legal form:

\_\_\_\_\_  
Fernando C. Gomez, J.D., Ph.D.  
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on May 19, 2017 at Texas State University, San Marcos, TX.

\_\_\_\_\_  
The Honorable Rossanna Salazar  
Chairman of the Board

\_\_\_\_\_  
Date



## ATTACHMENT A

### SECTION 1 – SCOPE OF WORK

#### 1.1 PROPERTY DESCRIPTION

Texas State University has an apartment style housing facility that needs to have the existing student unit security system replaced to maintain a safe and secure environment for our student residents. Selected vendor to also provide ongoing maintenance, assist with enrollment of new tenants for service as well as provide monitoring/reporting services.

This facility, Bobcat Village Apartments, has 384 occupied and unoccupied apartment units (“Units”) contained in 15 different three-story buildings with 108 one-bedroom units, and 276 two-bedroom units. The total number of bed spaces in the facility is 660 beds. In addition, the complex has two other one-story buildings that will need alarm replacements, one identified as the Office, and the other identified as the Clubhouse.

The successful Respondent shall provide all labor, and materials to design, procure and install the security system. This shall include, but not limited to, design, drawings, consultation services, site supervision, labor, materials, manuals, testing, training, information security assessment, and construction supervision. Respondent will provide 24 hour monitoring and notification of alarm events to Texas State University Police Department.

Successful Respondent will provide representation that it has conducted Sex offender and criminal history background checks on its officers, employees, or other persons it causes to be on the campus:

Successful Respondent will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Successful Respondent will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

Successful Respondent will provide University a letter signed by an authorized representative of successful Respondent certifying compliance with this Section.

#### 1.2 CURRENT SYSTEM

Panic Button - Each bedroom currently has a bedside alert (panic) button, service that is wired.

Alarm Control Panel Manufacturer DSC - Model # 1008 - Each Unit has an alarm control panel at the door entrance with communicator to transmit alarm signals to monitoring center.

DSC POWERSERIES PC580 4-32 Zone Control Panel

- 4 on board zones
- Expandable using wireless module and keypad zones (900MHz Wireless Only no longer manufactured)
- 128 event Buffer
- 2 PGM outputs

Doors and Window Contacts – Every exterior door and windows on the ground floor apartments or other accessible windows have contacts.

### 1.3 NEW SYSTEM REQUIREMENTS

The Contractor shall provide, install, and program a functionally Complete Security Alarm System per Manufacturer's guidelines. The new system will minimally provide the same functionality that the current system provides using modern equipment and technology, with the exception of the bedroom panic button, which is to be removed. Basis of design to be the DSC PC1616 panel and includes replacement of existing keypads. System should include daily timer test function for every panel installed.

Security system bids may be for either wired systems and/or wireless systems for the Units. If wired system is proposed, equipment installed should be able to accept wireless monitoring in the future, if decision is made to change over at some future date.

Battery backup power for each unit should be a minimum of seven (7) amp hours.

Each apartment unit currently has individual phone lines for each single bedroom unit and two phone lines for each two-bedroom unit. New system should have main reporting capability independent of phone lines. A backup communication capability is required for the system in the event of a network outage.

Contractor shall assess each apartment for any non-functional contacts and include a cost schedule for repairs of the different types of existing contacts.

Cabling requirements – new Cat 6 cable will need to be provided to from each unit to the building com closet(s) and system panels. Contractor to terminate cable into alarm panels. Contractor will provide detailed network diagrams and list of network requirements for review.

The Contractor shall not data lock the alarm control panel to prevent University personnel from editing or revising the programming.

University will provide a 100Base-T Ethernet connection for each building's security system as required. Contractor will submit network protocol ports required for communication and network destinations.

Work under this contract consists of the complete installation and includes, but is not necessarily limited to, the furnishings of all labor, material, tools, and equipment necessary to complete all the work as specified.

- Reports - Provide monthly reports of all reported intrusions and/or other alarm events.
- Cost of Equipment - These bids should include the entire cost of the equipment and installation of said equipment.
- Service Costs – Annual – In addition to the equipment, the Contractor will provide a three or five year maintenance agreement, 24-hour monitoring, annual inspection of all systems, and annual tenant enrollment assistance every August. The costs of these services, over the length of the agreement will be provided to the University as a separate portion of the



bid. Contractor will provide maintenance for contacts in each unit, lines between contact and unit panel, as well as lines between unit panel and individual building communications closet. Contractor will work with Network Operations in order to access network closets in each building. At no time will contractor be allowed to access network closets without supervision by appropriate University staff. Data closets and MDFs must be secured at all times. Response to requests for service is expected within one business day. Notification of alarm condition to university police department expected within five minutes of alarm.

- Ownership - The ownership of all equipment after paid for will belong to the University, unless exceptions are agreed to in the contract.
- Renewal - No automatic renewal of contract for additional years will be accepted in the bid process.
- Payment for Services after installation - These will be made monthly and will commence when the equipment is installed and the alarm services are active for all units.
- Standards - All installed equipment shall be in compliance with all Federal, State, and local rules, laws, regulations, statutes and ordinances.
- Price List - A price list will be provided for those items that will be considered either Non Warranty Parts or Non Warranty Labor. In addition, it must be disclosed what the definition of a warranty item and non-warranty item is for this proposal.

#### 1.4 GENERAL CONDITIONS

For bid evaluation, bid submittals shall include the items described below:

1. Specification sheets (cut sheets) for all proposed equipment.
2. Equipment list identifying:
  - Model Number for each unit.
  - Quantities of each type of device.

#### 1.5 DOCUMENTATION TO BE SUBMITTED BY SUCCESSFUL RESPONDENT.

1. Drawings: Shop drawings to provide details of proposed system and the work to be provided. These include point-to-point drawings of systems and wiring diagrams including network flow and protocol information.
2. Permits: The Contractor shall be responsible for identifying requirements for permits from all Building, Police, and Fire authorities for the installation of the system and shall assist the University in obtaining the required permits.

#### 1.6 DOCUMENTATION TO BE SUBMITTED BY CONTRACTOR UPON COMPLETION:

1. As-builts upon completion of installation.
2. Final point-to-point wiring diagrams of each type of device in AutoCAD.
3. One set of Operations and maintenance manuals shall be provided upon installation completion.

## 1.7 ON-SITE TRAINING

Upon completion of the installation, the Contractor shall furnish training in the operation of the system.

## 1.8 SYSTEM APPROVALS

1. The system installed will be from one manufacturer and the manufacturer shall have been in business producing similar products for at least five years.
2. After-sales support – The contractor shall be a factory-authorized and trained dealer of the system and certified to maintain/repair the system.

## 1.9 QUALITY ASSURANCE

1.9.1 All equipment, systems, and materials furnished and installed shall be in compliance with:

1. National Codes: NEC and NFPA
2. Approval and Listings: UL
3. Alarm system requirements of the State of Texas
4. EIA/TIA Telecommunications wiring standards
5. Local Authorities having jurisdiction
6. Requirements with the American Disabilities Act
7. Texas Accessibility Standards (T.A.S.)
8. Texas Insurance Code
9. State Fire Marshall
10. Texas Insurance Code
11. Texas Administrative Code, Chapter 202

1.9.2 The successful Respondent shall be the authorized representative of the security manufacturer to sell, install, and service the proposed manufacturer's equipment. The successful Respondent shall have represented the security alarm manufacturer's product for at least two years.

1.9.3 The successful Respondent shall be licensed by the State of Texas as a security services contractor to design, sell, install and service security alarm systems.

1.9.4 The successful Respondent shall provide 24 hour, 365 days per year emergency service with factory trained service technicians.

1.9.5 The successful Respondent shall have personnel on their staff that has been actively engaged in the business of designing, selling, installing, and servicing security alarm systems for at least ten (10) years.

1.9.6 The successful Respondent shall submit to the University training certification for all personnel that will be working on the security system prior to starting working of the security system. No person is allowed to work on the system without proper manufacturer's certification.

## 1.10 WARRANTIES

All components, parts, and assemblies supplied by the Manufacturers and installed by the Contractor shall be warranted for against defects in material and workmanship for a period of at least 12 months (parts and labor, commencing upon date of acceptance by University. A qualified factory-trained service representative shall provide warranty service.

The Contractor shall correct any system defect within 24 hours of receipt of call from University.

#### 1.11 BUILDING SECURITY

Building security shall remain functional during installation. Doors and door locking shall remain operational. Security Services of the University Police Department must be notified if it is not possible to lock the doors at the end of each workday during installation.

**ATTACHMENT B**

**PRICING PROPOSAL**

**SUBMIT YOUR PRICING ON THIS FORM IN THIS FORMAT. IF YOUR PROPOSAL REQUIRES ADDITIONAL CLARIFICATION, SUBMIT ON A SEPARATE FORM**

Submit a Fixed-Fee Pricing Proposal that clearly identifies all costs, fees and/or charges to Texas State over the term of the agreement, as it relates to the installation and monitoring of the security system at Bobcat Village apartments.

Fixed Price for Equipment \$233,958.00

Identify all related equipment costs

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>
Bosch B9512G-CC Intrusion Panel with cellular dialer, transformer, on-board network dialer, and enclosure	24	\$ 800.00
Patch Cable, Cat6	24	\$ 13.00
SLA Battery, 7AH	24	\$ 16.00
Bosch B520 Intelligent Power Supply	386	\$ 240.00
Bosch B12 Mounting Plate	386	\$ 12.00
Bosch TR1850 Transformer	386	\$ 15.00
Bosch B942(W) Touch Screen Keypad (white or black)	386	\$ 260.00
Bosch D116 Siren, 12V, 15Watt	386	\$ 9.00
SLA Battery, 7AH	386	\$ 16.00
Single Gang Blank Wall Plate	660	\$ 1.50
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Fixed Price for Installation (labor) \$265,500.00

Identify all related Installation costs (labor)

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>
Project Management	1	\$ 34,000.00
Engineering/Design/CAD	1	\$ 9,750.00
Specialist	1	\$ 111,000.00
Project Foreman	1	\$ 9,750.00
Installation	1	\$ 101,000.00

Monthly Monitoring Cost \$27.00 per unit x 386 accounts = \$10,422.00

Cost to repair damaged/inoperable contacts \$225.00 to include labor and material

Cost to replace damaged/inoperable contacts \$225.00 to include labor and material



Cost for annual maintenance (if any)

No additional cost to include the annual inspection of all devices, verification of reporting, annually tenant enrollment assistance, and warranty of equipment. This is included in the cost above.

Respectfully submitted,

By:   
(Authorized Signature)

Printed Name: Kevin Popejoy

Title: Regional Vice President

Date: 01/12/2017

List any other fees that Texas State will pay besides the ones listed above.

Description	Cost	A = Annually 1 = One-Time Charge
<u>Annual Alarm Permit (paid directly to the City of San Marcos by Texas State University)</u>	\$ <u>25.00/unit</u>	<u>Annually</u>
<u> </u>	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	<u> </u>
<u> </u>	\$ <u> </u>	<u> </u>



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

RFP NUMBER: 754-TXST-2016-RFP-092-RESLIFE-Bobcat Village Apartments Security Alarm Replacement  
Project Goal is: 26.0% (All Other Services Contracts)

If indicating in Section 2 "SUBCONTRACTING INTENTIONS", Subsection "d" that you are utilizing "HSP GOOD FAITH EFFORT - METHOD B" (Ref: "Attachment B, Section B-3") in preparing your HUB Subcontracting Plan (HSP), the DEADLINE for solicitation to HUB subcontractors and at least two(2) Minority Trade Organizations is:

Wednesday August 30, 2016 no later than 3:00 PM

(e.g. - 7 working days prior to the published solicitation response submittal deadline unless noted otherwise in these instructions)

\*\*See additional attachments:

- HSP Quick Check List
- Monthly Progress Assessment Report (PAR)

Contact: Judi Nicholson 512.245.2521 or hub@txstate.edu

**SECTION-1 RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: Convergint Technologies State of Texas VID #: 90-0881132  
 Point of Contact: Kevin Popejoy Phone #: (512) 351-4042  
 E-mail Address: kevin.popejoy@convergint.com Fax #: (512) 532-6624

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: 754-TXST-2016-RFP-092 Bid Open Date: 09/09/2016  
(mm/dd/yyyy)

Enter your company's name here: Convergent Technologies

Requisition #: 754-TXST-2016-RFP-092

**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11., a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Convergint Technologies

Requisition #: 754-TXST-2016-RFP-092

**SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Convergent Technologies

Requisition #: 754-TXST-2016-RFP-092

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Convergent Technologies is an authorized reseller of Bosch which allows us to perform all aspects of this opportunity with our internal team. As there are no subcontracting opportunities, we will not be able to subcontract a HUB.

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

**Kevin Popejoy**  
Printed Name

Regional Vice President  
Title

**09/09/2016**  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.





# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Convergent Technologies

Requisition #: 754-TXST-2016-RFP-092

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: <u>Convergent Technologies</u>	Requisition #: <u>754-TXST-2016-RFP-092</u>
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**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract **no later than ten (10) working days** after the contract is awarded.







## TXST: Campus Banking Services Consent

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

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

### Explanation

**Background Information:** Texas State University issued a Request for Proposal (RFP) for one or more qualified, capable, and experienced financial institution(s) to provide campus banking services which included: an on-campus financial institution in the LBJ Student Center, two ATMs (one at the LBJ Student Center and one at the Den location), support for the off campus Bobcat Buck\$ prepaid declining balance program, and ID card services (Bobcat Card) for students, faculty, and staff.

Wells Fargo has been providing banking services to Texas State since 2005, and the current contract ends on May 31, 2017. The RFPs were evaluated and Wells Fargo was determined to provide the best value.

**Project Benefit:** Texas State will receive a minimum of \$1,101,625 over the next five years to support the students, faculty, and staff with on and off campus optional banking services.

#### **Contract #1 Summary – Wells Fargo ATM/PIN Debit Bobcat Card Program Offer**

The largest yearly contribution comes from the Annual Royalty for Linked Cards. Linked Cards are defined as a Wells Fargo Bank Account linked to the Bobcat Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member. The minimum payment will be \$100,000 annually, however there is an escalation clause based on the percentage of linked accounts to the university enrollment each year. It is important to note that students are not required to bank with Wells Fargo or to link a Wells Fargo account to their Bobcat card.

The financial incentives provided to Texas State are provided in the table below and is broken down annually.

Term: June 1, 2017 – May 31, 2022 (5 years)

Extension provision: Up to five (5) one year periods – not automatic and requires approval by Texas State University

Total Amount over Five Years: \$748,000

	Year 1	Year 2	Year 3	Year 4	Year 5	Total 5 Years
Annual Royalty - Linked Cards 0% - 39.9%	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Annual Royalty - Linked Cards 40% - 44.9%	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Card Stock Reimbursement	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$40,000
Bobcat Buck\$ Program	\$ 0	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Marketing Support	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Year One Signing Bonus	\$50,000					\$50,000
Total	\$188,000	\$140,000	\$140,000	\$140,000	\$140,000	\$748,000

### Contract #2 Summary – ATM Lease Agreement

Wells Fargo will provide two Wells Fargo ATMs – one at the LBJ Student Center and one at the Den location on campus. Wells Fargo will provide rent on a monthly basis based on matrix below. This does not prevent Texas State from installing other ATMs from different banks at alternate locations on campus in the future.

Term: June 1, 2017 – May 31, 2022 (5 years)

Extension provision: Up to five (5) one year periods – not automatic and requires approval by Texas State University

Total Amount: Five years:  $\$33,600 * 5 = \$168,000$

Lease Term	Monthly Rent LBJ ATM Facility	Monthly Rent The Den ATM Facility
Initial Term (5 years)	\$1,500	\$1,300
Optional Renewal Term	\$1,650	\$1,430

### Contract #3 Summary: Lease Agreement – LBJ Student Center on Texas State University Campus

Allows Wells Fargo to lease approximately 825 rentable square feet in Room 2.8 located in the LBJ Student Center. This space is to be used as a branch retail bank facility for Wells Fargo. Wells Fargo will provide rent on a monthly basis based on the matrix below.

Term: June 1, 2017 – May 31, 2022 (5 years)

Extension provision: Up to five (5) one year periods – not automatic and requires approval by Texas State University

Total Amount: Five Years:  $\$37,125 * 5 = \$185,625$

Annual Base Rent	Lease Years	Minimum Annual Rent	Minimum Monthly Rent
	1-5	\$37,125	\$3,093.75
	Optional Renewal Term	\$40,837	\$3,403.13

## ATM LEASE AGREEMENT

(Walk-Up)

(BE No. 104875)

This **ATM LEASE AGREEMENT** (the “Agreement”) is made and entered into by and between **WELLS FARGO BANK, N.A.**, a national banking association (“Wells Fargo”), and **TEXAS STATE UNIVERSITY** (“Texas State”), with reference to the following recitals:

### RECITALS:

A. Texas State is the owner of the following improved real property (collectively the “Real Property”):

(i) Texas State University “LBJ Student Center” located at 601 University Drive, in the City of San Marcos, Hays County, Texas 78666; and

(ii) Texas State University Academic Support Building (“The Den”), located at 608 Edward Gary, in the City of San Marcos, Hays County, Texas 78666.

B. Wells Fargo desires to lease certain space within the buildings located on the Real Property (collectively, the “Buildings”) for the installation, operation and maintenance of ATM (as defined in Section 4 below) facilities containing automated teller machines and related equipment, and Texas State desires to lease such space to Wells Fargo on the terms and conditions contained herein.

**IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN**, the parties agree as follows:

### 1. Premises.

1.1. **Location.** Texas State hereby leases to Wells Fargo and Wells Fargo hereby leases from Texas State the following for the installation and operation of an ATM facility:

(i) Approximately eight hundred twenty-five (825) square feet of space within Room 2.8 of the LBJ Student Center (the “LBJ ATM Premises”), as more particularly depicted on **Exhibit “A”** and incorporated herein by this reference; and

(ii) Approximately eighty-five (85) square feet of space within The Den (the “Den ATM Premises”), as more particularly depicted on **Exhibit “B”** and incorporated herein by this reference. The LBJ ATM Premises and the Den ATM Premises are referred to herein collectively as the “Premises”.

1.2. **Access.** Texas State shall provide Wells Fargo and its agents, employees, representatives and customers with unobstructed access to the Premises at all hours in which the premises are open for normal business operations. In the event of any construction, remodeling or other activity by Texas State at the Real Property, Texas State shall undertake such activities so as to permit access to the ATM to the fullest extent possible and so as to prevent the closure of the ATM.

1.3. **Parking; Common Areas.** Wells Fargo shall have the nonexclusive right to use the parking and other common areas of the Real Property in common with Texas State and other tenants, licensees, invitees and occupants of the Real Property.

1.4. **Delivery Condition.** Texas State shall deliver the Premises to Wells Fargo in its current as-is condition, provided, however, that Texas State shall deliver the Premises free of any hazardous or toxic materials.

2. **Term.**

2.1. **Initial Term.** This Agreement shall be effective upon the mutual execution of this Agreement (the “Effective Date”). The initial term (the “Term”) of this Agreement shall be approximately five (5) years, commencing on June 1, 2017 (the “Commencement Date”, and expiring on May 31, 2022, subject to extension as provided in Section 2.2 below.

2.2. **Options to Extend.** Both parties may elect to renew the agreement for up to five (5) additional one-year periods. The five (5) additional one-year periods are not automatic and are subject to approval of Texas State University (the “Renewal Term”). The option shall be exercised by Wells Fargo (if at all) by written notice to Texas State delivered no later than ninety (90) days prior to the expiration of the Term for each one-year renewal, and must be accepted in writing or denied by Texas State within a reasonable time period but no longer than thirty (30) days after receipt of Well Fargo’s written notice for request to renew. All provisions of this Agreement shall remain unmodified and in full force and effect throughout each Renewal Term.

2.3. **Termination for Cause.** Either party may terminate this Agreement upon sixty (60) days prior written notice “for cause” if the Real Property is vacated, abandoned or closed by Texas State.

2.4. **Holding Over.** Subject to Section 24 below, any holding over with Texas State’s consent after the expiration of the Term or the Renewal Term, as the case may be, shall be construed to be a month-to-month agreement on the same terms and conditions, terminable by either party upon thirty (30) days prior written notice.

3. **Rent.** Wells Fargo’s Monthly Rent shall be in the amounts as follows:

<b>Lease Term</b>	<b>Monthly Rent LBJ ATM Facility</b>	<b>Monthly Rent The Den ATM Facility</b>
Initial Term	\$1,500.00	\$1,300.00
Renewal Term*	\$1,650.00	\$1,430.00

\*Applicable only if Wells Fargo elects to exercise the renewal option.

Wells Fargo shall commence paying Monthly Rent upon the date Commencement Date. All rent must be paid without demand, deduction, set-off or counter claim, in advance, on the first day of

each calendar month during the Term and are to be made payable to Texas State at the following address:

Texas State University  
Attn: Eric Algoe, VPFSS  
601 University Drive JCK 920  
San Marcos, TX 78666

In the event of a partial rental month, Monthly Rent will be prorated on the basis of a thirty (30) day month. Wells Fargo's Monthly Rent shall include all of Wells Fargo's common area maintenance charges and Wells Fargo shall not pay Texas State any other charges in connection with this Lease.

4. **ATM Facilities.**

4.1. **Installation.** The Parties acknowledge that Wells Fargo has previously installed one walk-up automated teller machine within the LBJ ATM Premises and one walk-up automated teller machine within The Den ATM Premises (individually an "ATM" or collectively the "ATMs"), together with such additional equipment or features as Wells Fargo deemed appropriate, including without limitation, (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment; (d) a customer service phone; (e) a merchant depository; (f) utility lines and conduits; and/or (g) such other equipment and accessories as are normally provided by Wells Fargo in connection with the operation of an ATM facility. Notwithstanding anything in this Agreement to the contrary, Wells Fargo may change the ATMs by removing, replacing, or adding, from time to time, some or all of the equipment and features offered. Wells Fargo will be solely responsible for any damages caused to Texas State's property as a result of Wells Fargo's removing, replacing or adding equipment to the ATMs and Wells Fargo will pay Texas State for such damages within thirty (30) days of receiving notice of such damages.

4.2. **Wells Fargo's Property.** The ATMs and all of Wells Fargo's trade fixtures and personal property shall be and at all times remain the property of Wells Fargo.

4.3. **Lighting and Security.** Wells Fargo shall have the right to keep and maintain all lighting fixtures currently installed at the Premises as of the Effective Date, and work with Texas State to install other fixtures and make alterations to the Premises required to comply with any laws governing the operation of ATMs, at Wells Fargo's own expense. Texas State shall reasonably cooperate with Wells Fargo in Wells Fargo's efforts to comply with such lighting requirements. Texas State shall provide lighting in the common areas consistent with lighting provided at comparable projects in the vicinity of the Real Property. Wells Fargo may, at its own expense, work with Texas State to install its own security system in the Premises to protect the Premises and Wells Fargo's employees, customers and other invitees. Wells Fargo shall be solely responsible, at Wells Fargo's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Wells Fargo will be for the sole benefit of Wells Fargo and its employees, customers and other invitees and Texas State will have no right to rely on any such security system. Texas State shall establish and follow its own security standards for the common areas and the balance of the Real Property.

4.4. **Compliance.** Wells Fargo will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) for all current and future ATM requirements. Wells Fargo will also abide by the Department of Education Cash Management Rules as it relates to the operation of ATM when tied to a Tier II University, such as providing convenient access to the student account holder's funds through a surcharge-free national or regional ATM network, and the ATM must have sufficient funds available to the students during the year by keeping adequate vault cash for the operation of the ATM.

4.5. **ATM Fees.** The ATM foreign transaction fee paid by non-Wells Fargo account holders at the Wells Fargo ATMs located on the Texas State campus shall be set at \$3.00 at the onset of this Agreement. If Wells Fargo proposes a different fee, Texas State will have final approval. The fee must be representative of the average fee for the region and for the type of facility.

## 5. **Signage.**

5.1. **General.** Wells Fargo may continue to maintain the standard ATM and directional signage currently installed at the ATMs, within the Buildings and in the vicinity of the Premises at their existing locations as of the Effective Date. All of Wells Fargo's signage shall (a) be fabricated, installed and maintained by Wells Fargo at Wells Fargo's sole expense, (b) be consistent with the then-current signage standards at the Premises and (c) at all times remain the property of Wells Fargo. In addition, Texas State, at its sole expense, shall continue to maintain the sign towers (podiums) directing traffic to Wells Fargo's ATMs that are currently existing as of the Effective Date. Subject to any applicable governmental laws, rules and regulations, and subject to Texas State's approval (which approval may not be unreasonably withheld, conditioned or delayed), Wells Fargo may change its signage at any time provided, however, that Texas State's consent shall not be required to change signage based upon a change in Wells Fargo's standard corporate signage, name or logo as long as all changes to Wells Fargo's signage comply with all applicable laws and Wells Fargo's signage is not increased in size.

5.2. **Permits.** Wells Fargo shall obtain, at Wells Fargo's sole expense, all permits, variances, or similar governmental approvals necessary to allow Wells Fargo's installation of its signs. Texas State shall cooperate with Wells Fargo in obtaining such approvals, and Wells Fargo shall reimburse Texas State for any costs incurred by Texas State in connection with such cooperation.

## 6. **Maintenance.**

6.1. **Maintenance of ATMs.** Wells Fargo shall use reasonable efforts to operate the ATMs during all hours in which Wells Fargo operates similar ATM facilities. Wells Fargo shall have the right, however, to suspend operation for security reasons, periodic maintenance inspections, balancing adjustments, servicing operations or other maintenance purposes. Texas State acknowledges that despite Wells Fargo's reasonable efforts, any ATM may be rendered inoperative for various periods of time due to breakdowns, operations failures or other reasons. Wells Fargo shall have the right to service the ATM at all times the premises are open for public use. Texas State shall provide Wells Fargo with all necessary vehicular and pedestrian access and all authorizations, keys and other assistance necessary to permit Wells Fargo to service the ATM



without prior notice to Texas State while the premises are open for public use. Wells Fargo may engage an independent contractor to perform Wells Fargo's maintenance obligations hereunder.

6.2. **Maintenance of Premises.** At all times during the term of this Agreement and any renewal or extension hereof, Wells Fargo shall, at Wells Fargo's sole expense, maintain and repair the Premises in a clean and good condition, reasonable wear and tear and casualty excepted.

6.3. **Maintenance of Real Property.** Subject to Section 14 below, Texas State shall maintain in first class condition and repair the Real Property, including the common areas (including any parking areas) of the Real Property.

7. **Removal of ATMs.** Upon the expiration or sooner termination of this Agreement, Wells Fargo may remove the ATM and related equipment, Wells Fargo's signs (not including Texas State's directional signs) and Wells Fargo's other trade fixtures and personal property from the Premises, at Wells Fargo's sole expense. Such removal shall occur not more than sixty (60) days after the expiration or sooner termination of this Agreement. Wells Fargo shall, at its sole expense, repair in a good and workmanlike manner any damage to the Premises caused by such removal. Such repairs will occur within fifteen (15) days of date the damage occurred (provided, that if the repairs reasonably require more than fifteen (15) days to complete, then Wells Fargo will have such additional time as is necessary to complete such repairs provided Wells Fargo promptly commences the repairs and diligently pursues the repairs to completion). Texas State acknowledges that any repairs or cuts in any paved areas, walls or other improvements made during the removal of the ATMs will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area.

## 8. **Services and Utilities.**

8.1. **Utility Services at the Premises.** Texas State will provide electricity sufficient for the operation of the ATM Facility and Wells Fargo's related signage and lighting requirements.

8.2. **Interruption of Service.** Texas State shall not permit any person or entity to tamper with Wells Fargo's telephone, data lines or other telecommunications wiring, panels or equipment without Wells Fargo's express prior written consent, and such consent shall not be unreasonably withheld. Any deliberate interruption of power to the ATMs caused by Texas State or any employee, agent, representative or contractor of Texas State shall not last more than twenty-four (24) consecutive hours and shall be consistent with the premises scheduled outages. Wells Fargo shall be permitted to post notices of any scheduled interruption to Wells Fargo's customers at least twenty-four (24) hours in advance of any interruption of service. Wells Fargo's Monthly Rent payable hereunder shall be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM Facility. However, Monthly Rent shall not be abated if Wells Fargo causes the power or service to be shut off to the ATM Facility or the interruption of service occurs during Texas State University holidays or closures.

9. **Trademarks.** Wells Fargo may operate its ATMs under any trademark, logo or service mark permitted by law. Notwithstanding anything in this Agreement to the contrary, Texas State and Wells Fargo shall at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears the other party's name, logo or trademark or any of the other party's fictitious business names. Wells Fargo and Texas State

acknowledge and agree that each party's trademarks and tradenames are solely the property of such party, respectively, and that this Agreement does not in any way grant to the other party the right to use same.

10. **Insurance.**

10.1. **Commercial Property Insurance.** Wells Fargo and Texas State shall each carry its own commercial property insurance during the Term or Renewal Term of this Agreement.

10.2. **Liability Insurance.**

(i) Wells Fargo shall maintain in full force and effect during the Term or Renewal Term of this Agreement, commercial general liability insurance including broad form blanket coverage against claims for bodily injury, death and/or property damage occurring within or upon the Premises, and contractual liability covering the indemnity set forth in Section 11.1 below, which insurance shall afford "single occurrence" protection of at least One Million Dollars (\$1,000,000.00). Such commercial general liability insurance shall name Texas State as an additional insured, shall provide that Texas State shall receive thirty (30) days' prior written notice of any nonrenewal, cancellation or material change in coverage under such policy, and shall state that the insurance coverage provided is primary and non-contributory as regards to any other insurance carried by Texas State with respect to the type of occurrences set forth in Section 11.1 below. Wells Fargo shall furnish Texas State with a certificate of insurance evidencing the coverage required under this paragraph.

10.3. **Wells Fargo's Right to Self-Insure.** Notwithstanding anything in this Agreement to the contrary, Wells Fargo may carry insurance of the kind required of Wells Fargo under a blanket insurance policy or policies which cover other properties owned or operated by Wells Fargo in addition to the Premises, or may self-insure against the perils covered by such insurance. Any such self-insurance shall be deemed insurance required to be carried by Wells Fargo under this Agreement and shall be subject to the provisions hereunder pertaining to such insurance.

10.4. **Waiver of Subrogation.** Each party agrees to obtain from each insurance company which has issued to it policies of fire and extended coverage insurance a waiver of subrogation. This waiver applies only to the extent that is permitted by law

11. **Indemnifications.**

11.1. **Wells Fargo Indemnification of Texas State.** Wells Fargo shall indemnify and hold Texas State harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, including reasonable attorneys' fees, asserted against or incurred by Texas State arising out of: (i) the negligence, gross negligence or willful misconduct of Wells Fargo or any employee, agent, representative or contractor of Wells Fargo for whom Wells Fargo is legally liable; or (ii) the operation of the ATMs unrelated to the operation of the Real Property, except to the extent caused by the negligence, gross negligence or willful misconduct of Texas State or any employee, agent, representative or contractor of Texas State for whom Texas State is legally liable.

12. **Texas State Indemnification of Wells Fargo.** To the extent permitted by Texas law, Texas State shall indemnify and hold Wells Fargo harmless from and against any and all fines,

penalties, claims, damages, expenses, liabilities, or fees of any nature whatsoever, asserted against or incurred by Wells Fargo arising out of: (i) the negligence, gross negligence or willful misconduct of Texas State or any employee, agent, representative or contractor of Texas State for whom Texas State is legally liable; or (ii) the operation of the Real Property unrelated to the ATMs, except to the extent caused by the negligence, gross negligence or willful misconduct of Wells Fargo or any employee, agent, representative or contractor of Wells Fargo for whom Wells Fargo is legally liable. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses.

13. **Taxes.** Wells Fargo shall be liable for all taxes assessed by any taxing authority, (including sales taxes) which are attributable to Wells Fargo's operations at the ATMs and shall pay all personal property taxes assessed on Wells Fargo's fixtures, equipment and machinery. Texas State shall be liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Texas State's occupancy or use or ownership of the Real Property, including, without limitation: (a) personal property, fixtures or equipment taxes assessed against Texas State's property; (b) franchise taxes assessed against Texas State; (c) taxes on Texas State's gross rents or profits; (d) inheritance, state, gift, income, transfer or excess profit taxes assessed against Texas State; (e) sales taxes payable by Texas State; and (f) real property taxes and assessments, including, but not limited to, any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including, but not limited to, any such taxes and assessments attributable to the Premises or any portion thereof.

14. **Damage or Destruction.** Should the Premises or the Real Property (or any portions thereof) be damaged or destroyed, not as a result of Wells Fargo's actions or inactions, Texas State shall, at Texas State's cost and expense, promptly repair the same, to the extent Texas State's insurance proceeds are made available to Texas State therefor and provided that (a) such repairs, in Texas State's reasonable good faith opinion, can be made within one hundred twenty (120) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Texas State's reasonable good faith opinion, will not exceed fifty (50%) percent of the then replacement cost of the Real Property. If Texas State is not required hereunder to repair such damage or destruction, then Texas State shall, within thirty (30) days from the date of such damage and destruction, either (i) notify Wells Fargo in writing of Texas State's election to repair such damage or destruction, in which event Texas State shall promptly repair the same; or (ii) notify Wells Fargo in writing of Texas State's election to immediately terminate this Agreement, in which event this Agreement shall be so terminated effective as of the date of such damage or destruction. During any time that repairs to the Premises are being made by Texas State, the rent payable by Wells Fargo hereunder shall be abated to the extent that Wells Fargo is unable to occupy or use the Premises. Notwithstanding the foregoing, Wells Fargo may terminate this Agreement, effective as of the date of any damage or destruction, if (A) Wells Fargo reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATMs by notifying Texas State in writing of Wells Fargo's election to terminate no later than thirty (30) days after the date of such damage or destruction; or (B) Texas State fails to complete the repairs described in this Section 14 within one hundred twenty (120) days from the date of such damage or destruction by notifying Texas State in writing of Wells Fargo's election to terminate no later than thirty (30) days after such failure, provided, however, that if Texas State can reasonably complete such repairs within a reasonable

time after notice from Wells Fargo, then such 120-day period shall be extended by no more than thirty (30) days; or (C) Wells Fargo is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or Wells Fargo is prevented from restoring the Premises by events or conditions beyond its reasonable control, by notifying Texas State in writing of Wells Fargo's election to terminate no later than thirty (30) days after Wells Fargo's determination that it cannot obtain permits or that it is prevented from restoring the Premises.

15. **Eminent Domain.** Should the Premises (or any portions thereof) be taken under the power of eminent domain, Wells Fargo may terminate this Agreement as to the affected Premises by providing written notice of termination not later than thirty (30) days after the date of such taking. If Wells Fargo does not elect to so terminate this Agreement, Texas State shall, at Texas State's cost and expense, promptly restore the Premises, and the rent payable by Wells Fargo hereunder shall be abated to the extent that Wells Fargo is unable to occupy and use such Premises. All damages and compensation awarded or paid in connection with such taking (other than compensation for the loss of Wells Fargo's good will and improvements installed by Wells Fargo at Wells Fargo's expense, and Wells Fargo's relocation expenses) shall belong to Texas State. All damages and compensation awarded or paid because of a taking of any improvements installed by Wells Fargo at Wells Fargo's expense shall belong to Wells Fargo.

16. **Assignment and Subletting.** Wells Fargo shall not assign or transfer all or any part of its interest under this Agreement without the prior written consent of Texas State, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Texas State hereby consents to the assignment of this Agreement to any present or future wholly owned subsidiary or parent of Wells Fargo or to any successor in interest of the entire business of Wells Fargo as a result of merger, consolidation, purchase, assignment, or by operation of law, provided such assignee has sufficient financial strength and will continue to perform the obligations of Wells Fargo.

17. **Resolution & Recovery.**

17.1. Tenant, as a national banking association, is required by applicable law, including the Dodd-Frank Act, to re-state applicable FDIC insolvency law in this Agreement and to ensure that Tenant has the continuing right to use the Premises during an insolvency related event (e.g., the appointment of a receiver by the FDIC) (a "Resolution Event").

17.2. Therefore, notwithstanding anything set forth in this Agreement or applicable law to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate (defined below) continues to pay all rent and other charges under this Agreement timely and continues to maintain and repair the Premises, Landlord shall not terminate, modify, or prevent renewal of this Agreement, suspend any services provided to Tenant, an Affiliate, or the Premises under this Agreement, or otherwise exercise remedies under or in respect of this Agreement arising from any default by Tenant or any Affiliate occurring as a result of a Resolution Event.

17.3. In addition, but only in connection with a Resolution Event, Landlord hereby irrevocably and unconditionally consents to (i) any change of control of Tenant or any Affiliate in connection with a Resolution Event and (ii) to the assignment, delegation, novation, or transfer of any or all of Tenant's rights and obligations under this Agreement, in whole or in part, to any entity

that is or becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate or a successor to the whole or a part of the business of Tenant or an Affiliate.

17.4. Notwithstanding anything set forth to the contrary in this Section 17, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the Premises after the expiration date of this Agreement of if Tenant or Affiliate fail to pay all Monthly Rent and other charges under this Agreement (subject to the any applicable cure periods).

17.5. “Affiliate” has the meaning given such term in Section 2(k) of the Bank Holding Company Act of 1956, as amended from time to time (12 U.S.C. § 1841(k)) (i.e., “any company that controls, is controlled by, or is under common control with another company.”).

## 18. **Default.**

18.1. **Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(i) The failure of Wells Fargo to pay the monthly rent or any other amount payable hereunder, where such failure shall continue for a period of ten (10) days after written notice thereof by Texas State.

(ii) The failure of either party to observe or perform any of the covenants, conditions or other provisions of this Agreement required to be observed or performed by such party, where such failure shall continue for a period of thirty (30) days after written notice thereof by the other party hereto. Notwithstanding the above, if the cure of any such default cannot reasonably be completed within such thirty (30) day period, there shall be no Event of Default so long as the defaulting party shall have commenced to cure such default within said thirty (30) day period and diligently prosecutes said cure to completion.

(iii) The making by either party of any general assignment or general arrangement for the benefit of creditors; or the filing by or against either party of a petition to have such party adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy, unless, in the case of a petition filed against such party, the same is dismissed within sixty (60) days; or the appointment of a trustee or a receiver to take possession of, or the attachment, execution or other seizure of substantially all of such party’s assets located at Premises or the Real Property, as the case may be, or of such party’s interest in this Agreement, where such possessions, attachment, execution or other seizure is not restored to such party, as the case may be, within thirty (30) days.

18.2. **Remedies on Default.** In the event of any Event of Default by either party, then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:

(i) Continue this Agreement in effect and thereby be entitled to enforce all rights and remedies under this Agreement; or

(ii) Terminate this Agreement by providing written notice to the defaulting party of such intention.

19. **Control of ATM; Confidentiality.**

19.1. **Control.** Texas State acknowledges that the operation of the ATMs shall be governed by the policies and procedures developed or to be developed by Wells Fargo from time to time. In that regard, except as expressly set forth herein to the contrary, Wells Fargo shall have the sole and exclusive right to control and manage the ATMs, the operation and maintenance thereof and all business and transactions conducted therein, including without limitation, the functions and features provided, the development of products, and pricing of services (including without limitation, surcharges on Wells Fargo's customers or non-customers).

19.2. **Confidentiality.** In the course of its performance under this Agreement, Wells Fargo may deliver to Texas State certain oral and written information, and plans and drawings regarding Wells Fargo's ATMs, and the operation thereof, which information is proprietary in nature (the "Wells Fargo Materials"). Texas State agrees (i) to keep the Wells Fargo Materials confidential, (ii) to make Wells Fargo Materials available to its officers, directors and employees only on a need to know basis, and (iii) not to disclose Wells Fargo Materials to any person or entity without the prior written consent of Wells Fargo, unless otherwise required by law. In the event that this Agreement is terminated, all Wells Fargo Materials and any copies thereof shall be returned to Wells Fargo, and if this Agreement is terminated in part, such materials relating to the Premises so terminated shall be returned to Wells Fargo, in any event without making notes pertaining thereto. Texas State agrees that it shall not, directly or indirectly, use the Wells Fargo Materials in its business or in its dealings with any other person or entity.

Texas State 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. Upon written request from Texas State, Wells Fargo is required to make any information created or exchanged with the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

20. **Notices.** All notices, demands, consents, approvals and other communications which may or are required to be given by either Texas State or Wells Fargo to the other under this Agreement will be given in writing, addressed to Texas State or Wells Fargo with copies as directed at their respective addresses as indicated below, or at such other place as Texas State or Wells Fargo may from time-to-time designate in writing, and (a) personally delivered, (b) deposited with a commercially recognized national courier service, or (c) sent by registered or certified mail, postage prepaid. All notices hereunder will be deemed given upon receipt, if personally delivered, or upon the date shown for delivery or attempted delivery if sent by national courier service or registered/certified mail.

**If to Wells Fargo:**

Wells Fargo Bank, N.A.  
Corporate Properties Group  
MAC# T7067-041  
609 Castle Ridge Road, Suite 224  
Austin, Texas 78746  
Attn: Lease Negotiator  
Phone 512-314-8470  
Fax: 866-617-2190

**If to Texas State:**

Texas State University  
Attention: Eric Algoe VPFS  
601 University Drive, JCK 920  
San Marcos, Texas 78666  
Phone: 512-245-2244  
Fax: 512-245-1226

**with a copy to:**

Wells Fargo Bank, N.A.  
Corporate Properties Group  
Attn: Lease Administration (BE# 104875)  
MAC# D1116-L10  
1525 West W.T. Harris Blvd.  
Charlotte, North Carolina 28262

Either party hereto may by written notice to the other party hereto specify a different address or addresses for notice purposes.

21. **Dispute Resolution.** The parties will use the procedures set forth in Texas Government Code Chapter 2260 to resolve disputes regarding this Agreement. This Agreement shall be construed under the laws of the State of Texas. Venue is in Hays County, Texas.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the lease of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended except by an agreement in writing executed by the parties hereto.

23. **Quiet Enjoyment.** Texas State covenants and agrees that so long as Wells Fargo has not committed an Event of Default under the terms of this Agreement, Wells Fargo shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Texas State or anyone claiming by, through, or under Texas State or by the lessor under any master lease of the Real Property.

24. **Compliance with Laws.**

24.1. **Texas State's Representations and Warranties.** Texas State hereby represents and warrants to Wells Fargo that, as of the Effective Date, the Real Property, and the Premises to the extent of the Texas State improvements, are (a) in compliance with all federal, state and local laws, regulations and directives, including the Americans with Disabilities Act (the "ADA"), and (b) free of all hazardous materials, including, without limitation, asbestos, lead paint and polychlorinated biphenyls.

24.2. **Texas State and Wells Fargo Responsibilities.** Each party represents and warrants that it shall obey and conform at its sole cost and expense and in every manner of its



business related to this Agreement to all federal, state and local laws, regulations and directives, including without limitation, the ADA. During the Term and the Renewal Term of this Agreement, Texas State shall be responsible for any repairs, improvements, or upgrades to the Real Property, and to the Premises to the extent required to comply with such laws, regulations and directives, except for such repairs, improvements or upgrades required as a direct result of Wells Fargo's particular use of the Premises as an ATM Facility. Any breach of said warranty and representation or claim of breach shall be the sole responsibility of the breaching party and the breaching party will hold the nonbreaching party completely safe and harmless for said breach or claim of breach. Notwithstanding the foregoing, Texas State recognizes and agrees that many of Wells Fargo's covenants and obligations hereunder, including, but not limited to, the establishment, closure, relocation, and hours of operation of the ATM Facility, may be subject to Wells Fargo obtaining the consent or approval of all regulatory agencies (including, without limitation, the Comptroller of Currency) now or hereafter empowered to regulate Wells Fargo and its business operations, and such regulations shall supersede the terms and conditions of this Agreement.

25. **Force Majeure.** The performance of both parties (except for the payment of monies earned and/or accrued) shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to "force majeure events". The term "**force majeure**" shall mean acts of God, strikes, lockouts, or labor difficulty; unavailability of parts, equipment or materials through normal supply sources; or the failure of any utility to supply its services; or any other reasons beyond the control of the party whose performance is to be excused.

26. **Construction.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Agreement and any ambiguities herein shall not be construed against either party.

27. **No Brokers.** Each party represents and warrants to the other that it has had no dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement, and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement.

28. **Third Party Approvals.** Texas State represents and warrants to Wells Fargo that Texas State has the full right, power and authority to enter into this Agreement subject to the approval of the Texas State University System Board of Regents, and that the terms of this Agreement do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

29. **Request for Taxpayer Information.** Upon request from Wells Fargo, Texas State agrees to complete and return to Wells Fargo a duly executed Request for Taxpayer Information in the most current form available.

30. **Waivers.** No waiver of either party hereto of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.

31. **Time of Essence.** Time is expressly declared to be the essence of this Agreement.

32. In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

- (1) Whether the provision appears on the face of the Agreement or Contract; or
- (2) Whether the Agreement or Contract includes any provision to the contrary.

33. Wells Fargo shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the Texas State relative to conduct on its premises. Wells Fargo IS NOTIFIED THAT THE FOLLOWING TEXAS STATE UNIVERSITY POLICIES SHALL APPLY TO ITS EMPLOYEES AND SUBCONTRACTORS WHILE ON TEXAS STATE PROPERTY:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

34. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS.** Wells Fargo will provide representation that it has conducted the following background checks on its officers and employees it causes to be permanently on the campus:

34.1. Sex offender and criminal history databases where the above individuals will be placed on the campus, working with or around students;

34.2. Criminal history checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by Texas State University and credit history checks on Directors, Officers or managers who are permanently on the campus;

34.3. Wells Fargo will not knowingly assign any individual to provide services on Texas State University's premises who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses.

34.4. Wells Fargo will provide University a letter signed by an authorized representative, on an annual basis, certifying compliance with this section for only the Texas State University location.

35. **Ethics Matters.** This Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity entering into a contract that requires approval of the Board of Regents. and/or has a value \$1 million (except for sponsored research or interagency contracts) to submit a Disclosure of Interested Parties form (Disclosure), as prescribed by the

Texas Ethics Commission, to the institution at the time the signed contract (or amendment) is submitted. The form must include: (1) a list of each interested party (a person who has a controlling interest in a business entity, or who actively participates in facilitating the contract or negotiating the terms of the contract), and (2) the signature of the authorized agent of the business entity. Failure of the business entity to provide the Disclosure will result in termination of the Agreement. Following is the link to the form: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_fom1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_fom1295.htm) In accordance with the new statute, within 30 days after the Disclosure is filed, Texas State will file a copy of the Disclosure with the Texas Ethics Commission.

*[Signatures on following page.]*

**IN WITNESS WHEREOF**, Texas State and Wells Fargo have executed this Agreement as of the date first above written.

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
President Denise M. Trauth, Ph.D.  
Texas State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor Brian McCall, Ph.D.  
The Texas State University System

\_\_\_\_\_  
Date

Approved as to legal form:

\_\_\_\_\_  
Fernando C. Gomez, J.D., Ph.D.  
Vice Chancellor and General Counsel

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on May 19, 2017 at Texas State University, San Marcos, TX.

\_\_\_\_\_  
The Honorable Rossanna Salazar  
Chairman of the Board

\_\_\_\_\_  
Date

*[Signatures continue on the following page]*

**WELLS FARGO:**

**WELLS FARGO BANK, N.A.**  
a national banking association

By: \_\_\_\_\_  
Clark Tabbert, Vice President

*[Signatures continue on the following page]*

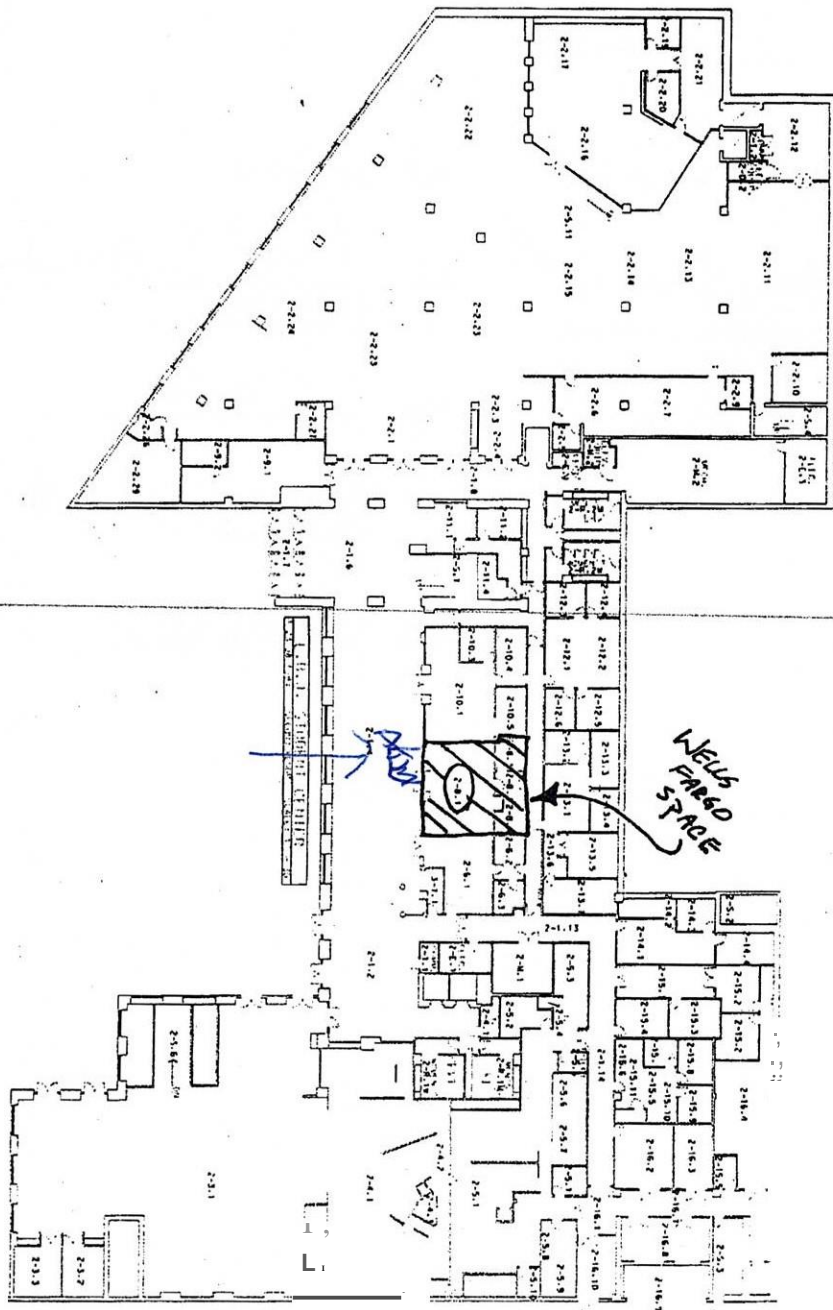
**WELLS FARGO BANK, N.A.**  
a national banking association

By: \_\_\_\_\_  
Charles L. Fields, Vice President

**EXHIBIT "A"**

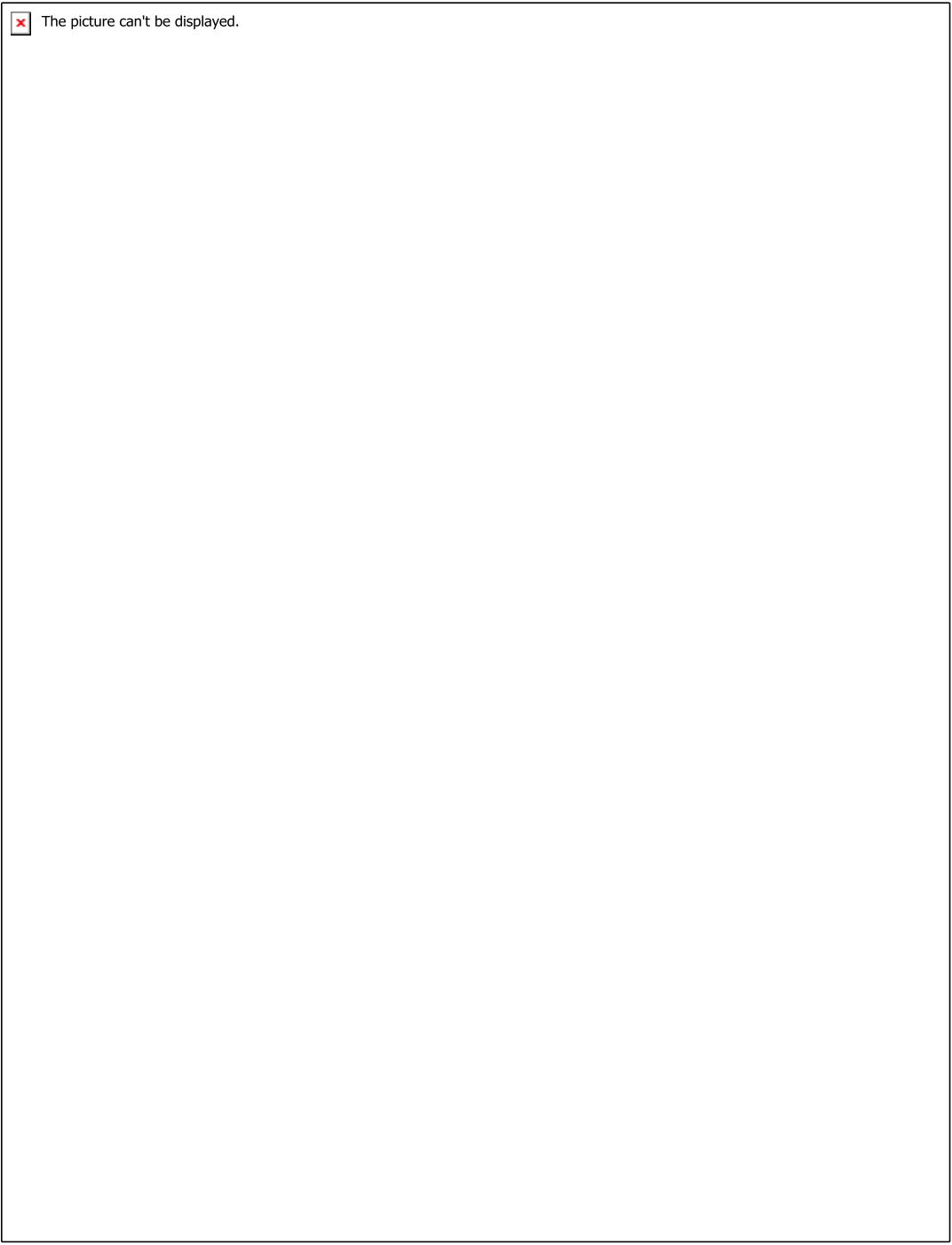
**LOCATION OF THE LBJ ATM PREMISES**

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**EXHIBIT "B"**

**LOCATION OF THE DEN ATM PREMISES**







**LEASE AGREEMENT**  
 [San Marcos, TX – 601 University Drive] (BE #104876)

**KEY PROVISIONS SUMMARY**

Lease Date:	The date this Lease is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto		
Landlord:	TEXAS STATE UNIVERSITY		
Tenant:	WELLS FARGO BANK, N.A., a national banking association		
Premises:	Approximately 825 Rentable Square Feet in Room 2.8 located in the Building, as more particularly depicted in Exhibit A and Exhibit A-1.		
Building:	That certain building located on the Land with a street address of 601 University Drive, San Marcos, TX 78666, also known as the LBJ Student Center.		
Notice Addresses (Section 26):	<b>Landlord:</b>	<b>Tenant:</b>	
	Texas State University Attention: Eric Algoe, VPFSS 601 University Drive, JCK 920 San Marcos, Texas 78666 Phone: 512-245-2244 Fax: 512-245-1226	Wells Fargo CPG Attn: Lease Admin (BE #104876) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 F: 704.590.0436 E: PropertyAdmin@WellsFargo.com	
		<b>With a copy to:</b> Wells Fargo Bank, N.A. Corporate Properties Group MAC# T7067-041 609 Castle Ridge Road, Suite 224 Austin, Texas 78746 Attn: Lease Negotiator F: 866-617-2190	
Commencement Date:	June 1, 2017		
Rent Commencement Date:	June 1, 2017 (Section 8)		
Expiration Date:	Midnight at the end of the last day of the last calendar month five (5) years after the Rent Commencement Date, which is May 31, 2022.		
Lease Term:	Initial Term: From Commencement Date to Expiration Date (Sections 5 & 6) Renewal Term: five (5) one year renewal options (Section 5)		
Annual Base Rent (Section 8):	Lease Years	Minimum Annual Rent	Minimum Monthly Rent
	1-5	\$37,125.00	\$3,093.75
	6-10 (Option)	\$40,837.50	\$3403.13
Landlord's Rent Payment Address:	Texas State University Attn: Eric Algoe, VPFSS 601 University Drive JCK 920 San Marcos, TX 78666		
Permitted Use:	General office use and uses incidental or related thereto (Section 10.1)		
Security Deposit:	None		
Mortgage Holder(s):	None		
Broker(s):	None		
Exhibits:	Exhibit A – Floor Plan Exhibit A-1 – Floor Plan (continued) Exhibit B – Commencement Date Agreement Exhibit C – Landlord's W-9		

## LEASE

THIS LEASE is entered into as of the Lease Date by and between Landlord and Tenant. The parties agree as follows:

### 1. Key Provisions Summary & Enumeration of Exhibits.

References in the body of this Lease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Lease (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding the foregoing, if there is any inconsistency between the Key Provisions Summary and another portion of this Lease, the terms of the Key Provisions Summary control. The Exhibits enumerated in the Key Provisions Summary and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party shall perform all obligations on its part as set forth in any Exhibit. **Except where expressly provided otherwise in this Lease, any consent or approval required under this Lease will not be unreasonably withheld, delayed, or conditioned.** Whenever this Lease grants either party the right to take action, exercise discretion, establish rules and regulations, or make an allocation or other determination, such party shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under this Lease. If a party withholds its consent or approval, such party shall, upon request, promptly deliver to the other a written statement specifying in detail the reason or reasons why such consent or approval was withheld or refused.

### 2. Definitions.

2.1. **"Common Areas"** (or sometimes **"Common Area"**) means all areas, improvements, space, and special services at the Property (as defined in Section 2.6 below) that are now or hereafter made available for the common, general, or joint use, convenience, and benefit of all tenants, employees, licensees, customers, and invitees of the Property including any parking areas, parking garages, exterior lighting, access roads, service drives, service areas, driveways, entrances and exits, retaining walls, landscaped areas, truck serviceways, loading docks or ramps, pedestrian walkways, overstreet walkways, connecting malls, atriums, walls, ceilings, patios, courtyards, garden areas, plaza areas, park areas, concourses, ramps, sidewalks, corridors, washrooms, signs, maintenance buildings, utility buildings, hallways, lobbies, elevators, elevator foyers, escalators, stairs, common window areas, and trash disposal areas.

2.2. **"Governmental Regulations"** means all federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, and/or requirements now in force or which may hereafter be in force, including, including the Americans with Disabilities Act (the **"ADA"**).

2.3. **"Land"** means the real property upon which the Building is situated.

2.4. **"Lease Year"** means each period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Lease Term and each subsequent period of twelve (12) consecutive calendar months during the Lease Term. If the Lease Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Lease Term plus the next succeeding twelve (12) full calendar months constitutes the first Lease Year of the Term. Rent and other matters that are computed with reference to a Lease Year will be ratably adjusted, on a per diem basis, for any period prior to the first full calendar month of the first Lease Year and for any partial month within the Lease Term.

**2.5.** “**Premises**” means the space crosshatched or otherwise indicated in Exhibit A and depicted on Exhibit A-1.

**2.6.** “**Property**” means the Building and the Land.

**2.7.** “**Rentable Square Feet**” means the number of square feet of enclosed floor area within the Premises intended for the exclusive use of the occupant thereof measured from the interior face of the exterior walls and from the centerline of interior or party walls. Any change in the Rentable Square Feet will be deemed in effect on the first day of the calendar month immediately following the month such change occurs.

**3. Premises.**

Subject to the terms of this Lease, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. Landlord represents to Tenant that (i) Landlord is the fee simple owner of the Property (including the Premises) free and clear of all liens, restrictions, and encumbrances; (ii) Landlord has full right and authority to enter into this Lease; (iii) no consents or approvals are required from any other party for Landlord to enter into this Lease (including any lender of Landlord); (iv) there are no restrictions, covenants, agreements, or conditions that would prevent Tenant from using the Premises for the Permitted Use (and Landlord shall not create, and shall use its best efforts to prevent from being created, any such restrictions, covenants, agreements, or conditions); (v) the Premises are zoned in a manner permitting Tenant to use the Premises for the Permitted Use; (vi) the Common Areas, the Premises, and all facilities located in or serving the Premises are in good condition and repair and there are no defects in any portion of the Premises; and (vii) the Property (including the Premises) is in compliance with all applicable Governmental Regulations, including without limitation, the ADA.

**4. Common Areas.**

Tenant, its agents, employees, contractors, and invitees, may use, in common with other tenants and occupants of the Building, the Common Areas during the Building’s regular business hours. Landlord may change or modify the size, use, shape, or location of the Common Areas only if such change or modification does not adversely affect Tenant’s use or occupancy of the Premises or the Common Areas including access points, visibility, and signage of the Premises.

**5. Lease Term.**

The Lease Term begins on the Commencement Date and expires on the Expiration Date. Tenant may request extension of the Lease Term for the Renewal Terms set forth in the Key Provisions Summary by sending written notice of renewal to Landlord at least ninety (90) days’ prior to the expiration of the Initial Term or the preceding Renewal Term, as applicable. Extension of renewal terms is not automatic and all extensions require written approval by Landlord. The Renewal Terms are subject to all terms and provisions of this Lease. “**Lease Term**” means the Initial Term and the Renewal Terms, if exercised.

**6. Commencement Date.**

**6.1.** On or before the Commencement Date, Landlord shall deliver, at its own cost and expense, exclusive possession of the Premises to Tenant, with the Premises in broom-clean condition.

**6.2.** Concurrently with the execution of this Lease, the parties shall execute a “Commencement Date Agreement” in a form substantially similar to Exhibit B. Tenant is not subject to any late

charges/interest or in default for non-payment of rent prior to receipt of an executed Commencement Date Agreement from Landlord.

**7. Tenant's Work & Liens.**

Tenant shall, at its own cost, have the right to perform certain improvements to the Premises (the "**Tenant's Work**"). Tenant will not permit the Premises to become subject to any lien on account of labor, materials, or supplies furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction or sufferance of Tenant; provided, however, Tenant has the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien and on final determination of the lien or claim for lien, Tenant will, if applicable, immediately pay any judgment rendered with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. Notwithstanding the foregoing, Tenant shall, within thirty (30) days after Tenant receives notice of the filing of any such lien, discharge or bond off such lien. Landlord also shall keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by Landlord.

**8. Base Rent.**

Beginning on the Rent Commencement Date, Tenant shall pay annual Base Rent in advance, in United States currency, immediately available funds, in twelve (12) equal monthly installments, not later than the first (1st) day of each calendar month; provided, however, that Tenant shall pay Base Rent for any partial calendar month as provided in Section 2.4 above. "**Additional Rent**" means any other cost or payment due from Tenant to Landlord as may be provided elsewhere in this Lease. "**Rent**" means Base Rent and Additional Rent. Tenant shall send all rent payments to Landlord's Rent Payment Address. Landlord may modify Landlord's Rent Payment Address upon not less than sixty (60) days' prior written notice thereof to Tenant (accompanied by a current and complete IRS W-9 if not already provided). Landlord acknowledges that Tenant must receive a current and complete IRS W-9 from Landlord to process the payment of rent. Tenant is not subject to any late charges/interest or in default for non-payment of rent prior to receipt of a current and complete IRS W-9 from Landlord. Landlord's current and complete W-9 is set forth in Exhibit C.

**9. Taxes.** Landlord shall pay, prior to delinquency, all real estate and ad valorem taxes assessed or imposed upon the Property, and all other taxes, assessments, charges and impositions assessed against, or related to, any portion of the Property. Tenant shall pay, prior to delinquency, all taxes, assessments, charges and impositions assessed against, or related to, all personal property, equipment, inventory and trade fixtures owned by Tenant and located within the Premises.

**10. Use of the Premises.**

**10.1. Permitted Use.** Tenant may use the Premises for the Permitted Use and for any other lawful use. Tenant shall comply with all applicable Governmental Regulations with respect to Tenant's use and occupancy of the Premises; provided, however, Tenant is not required to make any repairs, alterations, additions or improvements to the Premises to comply with any Governmental Regulations not related to Tenant's use or occupancy (such as repairs required by Governmental Regulations to general office space), and Landlord shall promptly make, at its sole cost and expense, all such repairs, alterations, additions, or improvements in a good and workmanlike manner. Except for Tenant's obligations to comply with Governmental Regulations as specifically set forth in this Section 10.1, Landlord shall, at its sole cost and expense, promptly comply with all Governmental Regulations with respect to the use, occupancy, or

operation of the Property. Tenant may cease operating at the Premises if Tenant continues to pay all rent and other charges under the Lease and continues to abide by the other terms of this Lease.

**10.2. Surrender.** Upon the expiration or earlier termination of this Lease, Tenant shall quit and surrender the Premises to Landlord in its then current, but broom-clean, condition. Tenant shall remove any or all of Tenant's Property (defined below) from the Premises provided that Tenant repairs in a good and workmanlike manner any damage resulting therefrom within forty-eight (48) hours after Tenant removes its property. If Tenant does not remove any portion of Tenant's Property from the Premises within ten (10) business days after the expiration or earlier termination of this Lease, such abandoned portion of Tenant's Property is deemed to be Landlord's property without any further action on the part of Tenant.

**10.3. Parking.** During the Lease Term, Tenant, its employees, invitees, and designees, are granted the non-exclusive right to use the parking areas of the Property in common with Landlord and other tenants and occupants of the Property and their respective guests, employees, and invitees. All parking will be subject to Texas State University fees, rules and regulations which are equally applicable to all of Landlord's tenants.

**10.4. Signage.** Landlord shall maintain, at its own cost and expense and in compliance with applicable Governmental Regulations and Landlord policies, any identification signs for Tenant on all Building directories and at all entrances to the Premises, and on the Building's monument sign if any, existing as of the Lease Date, if any. Any new signs shall be subject to Tenant's prior approval. Tenant may change the name, logo, and coloring on any approved signage in the event of a merger or acquisition (or other change in corporate identity) by obtaining Landlord's written consent. The size of such signage shall not be materially increased and the location shall not be changed. All Tenant signage shall meet with Landlord approval and shall be installed by Landlord personnel on exterior premises.

**10.5. Satellite Dish.** Notwithstanding anything to the contrary in this Lease, Tenant may request the Landlord to install on the Building a satellite or other communication or telecommunication dish and related equipment (collectively, the "**Equipment**") at Tenant's own cost and expense. The location, appearance, and installation of the Equipment are subject to Landlord's approval. Tenant shall be responsible for the costs of maintenance and repair of the Equipment, and any and all damage and repairs to the roof directly resulting from the installation, removal, operation, and/or maintenance of the Equipment. During the Lease Term and upon Lease termination, the Equipment remains the property of Tenant. If Landlord repairs or replaces the roof, Tenant, at Tenant's expense, shall remove the Equipment upon receipt of at least ninety (90) days' prior written notice from Landlord (other than emergency, when good faith notice must be given as soon as reasonably possible). After Landlord completes repairing or replacing the roof (which Landlord shall pursue to completion in a reasonably diligent manner), Tenant, at Tenant's expense, may reinstall the Equipment on the roof. Landlord may have its representative present at the installation or any reinstallation of the Equipment.

**10.6. Trade Marks.** Tenant may operate at the Premises under any trade name, logo, trademark, or service mark permitted by law (collectively, "**Trade Marks**"). Each party's Trade Marks remain the sole property of such party. Landlord and Tenant shall not use a Trade Mark of the other party in advertising or otherwise without the prior written consent of the party owning the Trade Mark, which consent may be withheld in such party's sole discretion; provided, however, that Tenant is permitted to include the location/address of the Premises in Tenant's directories of locations published by Tenant from time to time.

## **10.7. Technology.**

(a) Tenant may request that Landlord install Tenant's standard telecommunication/data ("**telecom**") systems within the Premises, at Tenant's own expense. Tenant, its agents, employees, and contractors, are hereby granted the right, subject to Landlord's prior written consent with respect to location and capacity, to use the Building's telecom spaces and pathways (e.g., telecom rooms, cable trays, conduit, etc.) for Tenant's telecom systems (including to and from external facilities/telecom providers). If reasonably required for Tenant's operations at the Premises, Tenant may request that Landlord, at Tenant's sole cost and expense, and subject to Landlord's prior written approval thereof, install additional telecom capacity at the Property (e.g., additional interior and exterior conduit) and in-building cellular capabilities and enhancements (such as Distributed Antenna Systems, extenders, etc.). Landlord shall, at no out-of-pocket cost, cooperate reasonably with Tenant, its agents, employees, and contractors, in implementing the foregoing (e.g., granting carrier easements, etc.). In addition, Landlord shall provide carrier space (e.g., racks/mounts), power, and physical connectivity for demarcation of both existing and new telecom lines in common point of entry spaces. Further, Landlord shall provide reasonable assistance to Tenant for specified long haul circuits, local exchange circuit telecom providers, or both, including access to demarcation rooms, conduit, cages, etc., and any location where Tenant's carrier's cables may reside in or traverse the Property.

(b) Tenant may only contract directly with Landlord for telecom installations, repairs, and maintenance (e.g., carriers, conduit, cabling, etc.).

(c) At the expiration or earlier termination of this Lease, Tenant shall work with the Landlord to determine the relevant telecom system that must be removed. Tenant is hereby granted the right, for up to twelve (12) weeks after the expiration or earlier termination of the Lease Term, to access the Building's telecom spaces to remove/decommission Tenant's telecom systems, without such removal/decommissioning being considered a holdover tenancy under this Lease. Landlord shall continue to provide HVAC and other utility services (e.g., cooling/heating and electricity) and security services (e.g., locks/security badge readers) to the Premises during the foregoing removal/decommissioning period.

## **11. Maintenance by Landlord & Tenant.**

**11.1.** Landlord shall, at its sole cost and expense, maintain, repair, and replace, consistent with other first-class buildings in the metropolitan area of the Building, all exterior and structural portions of the Building, all Building systems and all Common Areas, including the roof and roof membrane, foundation, exterior and interior walls, and all electrical, plumbing, sewer, mechanical and heating, air conditioning, and ventilation systems located in or serving the Building (including the Premises). Tenant shall, at its sole cost and expense, maintain and repair all interior, non-structural portions of the Premises. Each party shall perform its maintenance, repair, and replacement obligations promptly and with due diligence to completion in a good and workmanlike manner and in compliance with applicable Governmental Regulations.

**11.2.** If by reason of any work or repairs done by Landlord pursuant to this Section 11 (and/or by reason of the failure of Landlord to perform such work or repairs as required pursuant to this Section 11), Tenant is deprived of the use of any portion of the Premises for any continuous period in excess of two (2) days (or for three (3) days in any seven (7) day period), then all Rent shall abate from the period 24 hours after the loss of service until the use of the Premises are completely restored.

## **12. Utilities & Other Services.**

**12.1.** Landlord shall furnish the following services to the Premises, at Landlord's sole cost and expense, consistent with other first-class office buildings in the metropolitan area of the Building.

(a) Hot and cold water at those points of supply provided for general use of all the tenants in the Building.

(b) Central heat and air conditioning sufficient for the comfortable occupancy of the Premises during "**Normal Business Hours**" for the Building (which are 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 am to 2:00 pm on Saturday, exclusive of normal business holidays and Texas State University holidays and closures).

(c) Reasonable janitorial service, Monday through Friday only, exclusive of normal business holidays.

(d) Facilities to provide electricity for routine lighting and the operation of general office equipment (Tenant shall not use any electrical equipment or machinery that will overload the Building's electrical systems or circuits).

(e) If elevators are located in the Building, elevator service twenty-four (24) hours a day, seven (7) days a week except during periods of routine service and repairs and periods when the Building is closed due to Texas State University holidays and closures.

(f) All utilities currently located in the Building, including telephone service, sewer, electric, and gas (Landlord shall pay, prior to delinquency, all charges for all utilities servicing the Premises and the Common Areas, directly to the applicable utility company).

**12.2.** Landlord represents to Tenant that the Premises are served by all utilities necessary for the use of the Premises for the Permitted Use, including electricity, telephone service (at tenant's expense), water and sewer, and that all such utilities are in good operating condition. If any utilities serving the Premises are interrupted (in whole or in part) for two (2) or more consecutive days (or for three (3) days in any seven (7) day period), then all Rent shall abate from the period 24 hours after the loss of service until such time that all such utilities are completely restored.

**12.3.** Except as provided in Section 12.2, Landlord is responsible for all utility costs for any utilities serving the Premises.

## **13. Alterations.**

Tenant shall not make any structural alterations, additions, or improvements to any portion of the Premises (the "**Structural Alterations**") without Landlord's prior written consent. Tenant may, at its own expense, and without Landlord consent, make non-Structural Alterations to the Premises, make any non-Structural Alteration required on the part of Tenant to satisfy its maintenance, repair, and replacement obligations under this Lease, and upgrade/replace any night drop (if applicable). Tenant shall perform all alterations, additions, and improvements to the Premises in a good and workmanlike manner and in compliance with applicable Governmental Regulations. Any alterations, additions or improvements (except for all equipment, inventory, trade fixtures, furniture and other personal property located in or about the Premises (collectively, "**Tenant's Property**")) installed in the Premises by or on behalf of Tenant become a part of the Premises and Landlord's property upon the expiration or earlier termination of this Lease and Tenant shall not be required to remove any such alterations, additions, or improvements; provided, however, Tenant



may remove any such alterations, additions, or improvements at any time during the Lease Term provided Tenant repairs in a good and workmanlike manner any damage to the Premises caused by such removal and provided further that such repairs are made within forty-eight (48) hours of the property's removal. Tenant may, at any time during the Lease Term, install, remove, and re-install any of Tenant's Property at the Premises and Tenant's Property at all times remains the sole and exclusive property of Tenant no matter how affixed or attached to the Premises.

#### **14. Assignment and Subletting.**

**14.1. Landlord's Consent.** Except as otherwise provided in this Section 14, Tenant shall not assign this Lease or sublet the whole or any part of the Premises (collectively, "**Transfer**") without the prior written consent of Landlord. If Tenant elects to initiate a Transfer of this Lease, Tenant shall provide Landlord with a written notice setting forth the reasonable details of such Transfer. If Landlord's consent is required for a Transfer, Landlord shall notify Tenant whether the proposed Transfer is approved or rejected within ten (10) business days after receipt of written notice thereof from Tenant (and if Landlord fails to notify Tenant within the ten (10) business day period, Landlord's consent is deemed disapproved). If Landlord does not consent to a proposed Transfer, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent.

**14.2. No Assignment.** The following events are not considered a Transfer under this Section 14: (i) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (ii) a Transfer of this Lease to any entity if a regulatory agency having jurisdiction over Tenant's business requires that Tenant divest itself of certain deposits and banking facilities (a "**Divestiture**"); (iii) the Transfer of this Lease to any entity that controls, is controlled by, or is under common control with Tenant; or (iv) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between any entity that controls, is controlled by, or is under common control with Tenant. Tenant is not required to obtain Landlord's consent and Landlord shall not delay, alter, or impede any of the foregoing transactions or combinations thereof. This agreement shall be immediately terminated if a sale of Tenant's assets (e.g., deposits, loans, this lease, etc.) at the Premises (a "**Store Sale**") or transfer of at least ten (10) locations (including the Premises and this Lease) in a bulk sale to one transferee occurs (a "**Bulk Sale**"). Tenant has no further liability under this Lease in the event of a termination as the result of a Store Sale, Divestiture, or Bulk Sale.

#### **14.3. Resolution & Recovery.**

(a) Tenant, as a national banking association, is required by applicable law, including the Dodd-Frank Act, to re-state applicable FDIC insolvency law in this Agreement and to ensure that Tenant has the continuing right to use the Premises during an insolvency related event (e.g., the appointment of a receiver by the FDIC) (a "Resolution Event").

(b) Therefore, notwithstanding anything set forth in this Agreement or applicable law to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate (defined below) continues to pay all rent and other charges under this Agreement timely and continues to maintain and repair the Premises, Landlord shall not terminate, modify, or prevent renewal of this Agreement, suspend any services provided to Tenant, an Affiliate, or the Premises under this Agreement, or otherwise exercise remedies under or in respect of this Agreement arising from any default by Tenant or any Affiliate occurring as a result of a Resolution Event.

(c) In addition, but only in connection with a Resolution Event, Landlord hereby irrevocably and unconditionally consents to (i) any change of control of Tenant or any Affiliate in connection with a Resolution Event and (ii) to the assignment, delegation, novation, or transfer of any or all of Tenant's rights and obligations under this Agreement, in whole or in part, to any entity that is or

becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate or a successor to the whole or a part of the business of Tenant or an Affiliate.

(d) Notwithstanding anything set forth to the contrary in this Section 14.3, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the Premises after the expiration date of this Agreement if Tenant or Affiliate fail to pay all Monthly Rent and other charges under this Agreement (subject to the applicable cure periods).

(e) “**Affiliate**” has the meaning given such term in Section 2(k) of the Bank Holding Company Act of 1956, as amended from time to time (12 U.S.C. § 1841(k)) (i.e., “any company that controls, is controlled by, or is under common control with another company.”).

## **15. Indemnification.**

**15.1. Mutual Indemnification.** Subject to the waiver of subrogation provisions in Section 16, Tenant shall indemnify, hold harmless, pay, and reimburse Landlord and the Texas State University System, their regents, officers and employees from and for any and all losses, damages, liability, or expenses sustained by Landlord, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Tenant, its agents, employees, or contractors, in connection with Tenant’s use or occupancy of the Premises. Subject to the waiver of subrogation provisions in Section 16, and to the extent permitted by Texas law, Landlord shall indemnify, hold harmless, pay, and reimburse Tenant from and for any and all losses, damages, liability, or expenses sustained by Tenant, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Landlord, its agents, employees, or contractors, in connection with the management, use, or occupancy of the Property.

**15.2. Concurrent Negligence.** Notwithstanding the provisions of Section 15.1 above, in the event of the concurrent negligence or intentional misconduct of Tenant, its agents, employees, or contractors on the one hand and that of Landlord, its agents, employees, or contractors on the other hand, a party’s (the “**Indemnifying Party**”) obligation to indemnify the other as set forth in this Section 15 is limited to the extent of the Indemnifying Party’s negligence and/or intentional misconduct, and that of its agents, employees, or contractors.

**15.3. Survival.** The obligations of Tenant and Landlord under this Section 15 survive the expiration or earlier termination of this Lease.

**15.4.** Notwithstanding any provision of this Lease, nothing herein shall be construed as a waiver by Landlord of its constitutional, statutory or common law rights, privileges, immunities or defenses.

## **16. Insurance.**

**16.1. Property Insurance.** During the Lease Term, (i) Landlord shall maintain, or cause to be maintained, Commercial Property insurance (“**CP Insurance**”) that insures the Property and Landlord’s personal property at the Property on a full replacement cost basis (exclusive of Tenant’s betterments at the Premises) and (ii) Tenant shall maintain CP Insurance that insures Tenant’s personal property, betterments and improvements in and about the Premises on a full replacement cost basis. Each CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or “all-risk” coverage, including loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, and earthquake).

**16.2. Waiver of Subrogation.** Landlord and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their respective CP Insurance policies to reflect such waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance and in the absence of any CP Insurance.

**16.3. Liability Insurance.** During the Lease Term, Landlord and Tenant shall maintain: (i) Commercial General Liability insurance (“**CGL Insurance**”) with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from operations at the Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract; (ii) Commercial Automobile Liability insurance (“**CAL Insurance**”) with a combined single limit of liability not less than \$1,000,000 covering bodily injury, including death, and property damage for liability arising from use of owned, non-owned, and hired vehicles; (iii) Workers’ Compensation insurance (“**WC Insurance**”) in full compliance with applicable state or jurisdictional statutory requirements and Employers’ Liability insurance (“**EL Insurance**”) in an amount of not less than \$1,000,000 per accident for bodily injury and \$1,000,000 per employee/aggregate for disease; and (iv) Umbrella Liability insurance (“**Umbrella Liability Insurance**”) with limits of liability of not less than \$5,000,000 per occurrence that applies on a “following form” basis and is in excess of the underlying CGL Insurance, CAL Insurance, and EL Insurance limits of liability with the Umbrella Liability Insurance policy listing the CGL Insurance, CAL Insurance, and EL Insurance policies on its schedule of underlying insurance (collectively, “**Liability Insurance**”).

**16.4. Additional Insureds.** With respect to CGL Insurance and Umbrella Liability Insurance, Tenant shall name Landlord as an additional insured. In addition, the CGL Insurance and the Umbrella Liability Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to Landlord additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) must not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be in addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.

**16.5. Rating Requirements.** All insurance policies required by this Section 16 (i) must be issued or re-insured by insurance companies having an “A” rating or better by Standard and Poor’s, and if not rated by Standard & Poor’s, then a rating of “A” by A.M. Best Company, with a minimum Financial Size Category of VIII, and (ii) may be satisfied by a primary policy or combination of primary, excess, or umbrella policies. The insurance provisions set forth in this Section 16 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party’s liability under this Lease.

**16.6. Self-Insurance.** Tenant may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a captive insurance company (and the rating requirements set forth in Section 16.5 above are not applicable to Tenant’s self-insurance or to policies issued by a captive insurance company). The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible is deemed covered in accordance with the policy forms set forth in this Section 16.

**16.7. Certificates of Insurance.** Each party shall furnish certificates of insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. Each

party shall notify the other party within 30 days after receiving any Notice of Cancellation, material modification, reduction in coverage, or non-renewal from its insurer that results in non-compliance with the insurance requirements set forth in this Section 16.

**17. Default by Tenant.**

**17.1. Failure to Perform.** The occurrence of any one or more of the following events constitutes a default of this Lease by Tenant (a "**Tenant Default**"): (a) the failure by Tenant to make any payment of Rent as and when due where such failure continues for more than fifteen (15) calendar days after Tenant's receipt of written notice of non-payment from Landlord; and (b) the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant other than as described in subsection (a) above, where such failure continues for more than thirty (30) calendar days after Tenant's receipt of written notice of default from Landlord (provided, that if the cure of such Tenant Default reasonably requires more than thirty (30) days to complete, then Tenant is not in default if Tenant promptly commences the cure of such Tenant Default and diligently pursues such cure to completion).

**17.2. Remedies in Default.** On the occurrence of a Tenant Default and after the applicable written notice and cure period, if any, Landlord may: (a) perform, on Tenant's behalf, any unperformed covenant or obligation under this Lease constituting such Tenant Default (after giving Tenant written notice of Landlord's intention to do so except in the case of emergency which threatens life or where there is imminent danger to property), in which event Tenant shall reimburse Landlord for all reasonable expenses incurred by Landlord in doing so, plus interest at the Default Rate, which expenses and interest are Additional Rent and shall be payable by Tenant within thirty (30) days after written demand therefor by Landlord; and/or (b) terminate this Lease and collect liquidated damages from Tenant in an amount equal to (i) the sum of all amounts due under this Lease to the date of termination, plus (ii) the aggregate Base Rent remaining over the unexpired portion of the Lease Term, reduced to present value using a discount rate equal to the interest rate of a governmental security having a maturity closest to the then current expiration of the Lease Term, less (iii) the aggregate fair net rental value of the Premises over the remaining portion of the Lease Term. Landlord hereby waives any and all other rights and remedies to the extent allowed by law as an agency in the state of Texas to which Landlord may be entitled including any lockout remedies without terminating this Lease.

**17.3. Mitigation of Damages.** Notwithstanding anything to the contrary set forth in this Lease, Landlord shall use its commercially reasonable good faith efforts to mitigate its damages resulting from a Tenant Default (as required by applicable Governmental Regulations or otherwise). Any costs or damages set forth in this Lease do not include costs normally paid by a new tenant and do not include costs beyond restoring the Premises to a "warm, lit" shell.

**17.4. Lien Waiver.** LANDLORD HEREBY WAIVES AND DISCLAIMS ALL STATUTORY AND CONTRACTUAL LIEN RIGHTS IN TENANT'S PROPERTY NOW OR HEREAFTER PLACED AT THE PREMISES.

**18. Default by Landlord.**

**18.1. Failure to Perform.** "**Landlord Default**" means Landlord's failure to perform its obligations under this Lease within thirty (30) days after receipt of written notice of default from Tenant (provided, that if the cure of such Landlord Default reasonably requires more than thirty (30) days to complete, then Landlord is not in default if Landlord promptly commences the cure of such Landlord Default and diligently pursues such cure to completion). Tenant's written notice must give in reasonable detail the nature and extent of the failure and identify the Lease provisions containing Landlord's obligations. After

Tenant receives notice of a mortgagee's name and address and request for notice upon Landlord Default, Tenant shall provide the notice required by this Section 18.1 to the mortgagee at the same time Tenant gives notice to Landlord. If Landlord commits a Landlord Default, Tenant may, without being obligated and without waiving the Landlord Default, cure the Landlord Default. Landlord shall pay Tenant all reasonable costs, and expenses incurred by Tenant to cure the Landlord Default after receipt of demand therefor accompanied by reasonable supporting documentation. If such payment is not rendered within sixty (60) days after Landlord's receipt of Tenant's demand therefor, Tenant may deduct all such costs and expenses from the Rent next coming due. If Tenant elects not to cure the Landlord Default, Tenant may (i) terminate this Lease upon written notice to Landlord after the expiration of any applicable cure period. The provisions of this Section survive the expiration or earlier termination of this Lease.

**18.2. Landlord Bankruptcy Proceeding.** If the obligations of Landlord under this Lease are not performed during the pendency of a bankruptcy or insolvency proceeding involving the Landlord as the debtor, or following the rejection of this Lease in accordance with Section 365 of the United States Bankruptcy Code, then notwithstanding any provision of this Lease to the contrary, Tenant may set off against Rent next due and owing under this Lease (a) any and all damages caused by such non-performance of Landlord's obligations under this Lease by Landlord, debtor-in-possession, or the bankruptcy trustee, and (b) any and all damages caused by the non-performance of Landlord's obligations under this Lease following any rejection of this Lease in accordance with Section 365 of the United States Bankruptcy Code.

**19. Damage by Fire or Other Casualty**

**19.1. Reparable Damage.** If fire or other casualty insurable under a standard fire and extended risk policy of insurance required to be carried by Landlord covering the Premises renders the whole or any material portion of the Premises untenable, and if the Premises can reasonably be expected to be reparable within one hundred eighty (180) days from the date of such event, then Landlord shall repair and restore the Premises to their condition prior to the fire or other casualty within such one hundred eighty (180) day period (subject to delays for causes beyond Landlord's reasonable control such as delays due to issuance of building permits or obtaining of insurance proceeds provided Landlord diligently pursues the same) and notify Tenant in writing that it will be doing so, such notice to be mailed within thirty (30) days from the date of such damage or destruction, and this Lease remains in full force and effect, but the Base Rent, Additional Rent, and other costs for the period during which the Premises are untenable are abated.

**19.2. Irreparable Damage.** If fire or other casualty insurable under a standard fire and extended risk policy of insurance required to be carried by Landlord covering the Premises renders the whole or any material portion of the Premises untenable and the Premises cannot reasonably be expected to be reparable within one hundred eighty (180) days from the date of such event, or if an uninsurable casualty renders the whole or any portion of the Premises untenable, then Landlord or Tenant, by notice in writing to the other, mailed within thirty (30) days from the date of such damage or destruction, may terminate this Lease effective upon a date within thirty (30) days from the date of such notice. The Base Rent, Additional Rent, and all other costs are abated for the period during which the Premises are untenable. Upon termination, Landlord shall return all prepaid rents and/or deposits to Tenant and neither Landlord nor Tenant have any other future obligations or responsibilities under this Lease.

**19.3. Landlord's Repair.** If Landlord fails to deliver to Tenant notice of whether the damage can be repaired within the applicable thirty (30) day period, or if Landlord has elected to repair and it is not completed within one hundred eighty days (180) days from the date of such event, then Tenant may, at any time thereafter, effective upon written notice to Landlord, (a) terminate this Lease as of the date of the casualty or (b) exercise the right of self-help by notifying Landlord of its intent to restore the Premises

and/or the Building, as applicable, and may immediately commence the repairs and restoration of the Premises and/or the Building at the cost and expense of Landlord, whereupon Landlord is deemed to have waived its right to terminate this Lease as provided above. Landlord shall reimburse Tenant within ten (10) business days after invoices are rendered for all costs and expenses of any kind incurred by Tenant to make repairs or restorations. If Landlord fails to pay when due any sums owed by Landlord to Tenant, Tenant may offset all such sums against Rent due Landlord under this Lease, until the sums advanced by Tenant are paid in full, plus all costs of collection, including reasonable attorneys' fees and court costs incurred. In addition to the remedies set forth above, Landlord shall provide Tenant with two (2) days of additional free rent for each one (1) day that the repairs exceed one hundred eighty (180) days.

**19.4. Repair and Restore.** If Landlord or Tenant do not terminate this Lease pursuant to their rights herein, then Landlord shall repair and restore the Premises and/or the Building as the case may be to their condition prior to the damage or destruction within that time period reasonably necessary for such repair and restoration (subject to delays for causes beyond Landlord's reasonable control such as delays due to issuance of building permits or obtaining of insurance proceeds provided Landlord diligently pursues the same) and the Base Rent, Additional Rent, and other costs are abated during the period of such restoration and/or repair. Notwithstanding anything set forth herein to the contrary, in no event will any rent or other payments be due to Landlord until such time as Tenant can conduct its business from the Premises in a reasonable, prudent, and businesslike manner, without any interference resulting from reconstruction activities, the condition of the Building or the Premises, or a failure to provide or modification of services to the Building. To the extent and during the time that only a portion of the Premises are tenantable and to the extent that Tenant is able to conduct its business therefrom in a reasonable, prudent and businesslike manner without interference as set forth above, Tenant will receive a fair diminution of Base Rent and Additional Rent based on an estimated percentage of unusable space in the Premises. Landlord is not obligated to repair or restore any special signage, trade fixtures, or equipment installed by Tenant. Tenant shall, promptly after completion of Landlord's repair and restoration of the Premises, proceed at its sole cost and expense to rebuild, repair, and/or replace its signs, trade fixtures, and equipment installed by Tenant. Each party shall proceed with their respective work in a timely and diligent manner using the same or better quality materials as existing prior to the casualty and they shall use their best efforts not to interfere with, annoy, or inconvenience the other party.

**19.5. Termination of Lease.** If this Lease is terminated pursuant to this Section 19, Base Rent, Additional Rent, and other costs will be apportioned on a per diem basis and paid to the date of such casualty. Upon termination, Landlord shall return all prepaid rents and/or deposits to Tenant and neither Landlord nor Tenant have any other future obligations or responsibilities under this Lease. If Tenant elects to terminate the Lease, Landlord shall provide Tenant with any insurance proceeds, if any, recovered under Landlord's Property Insurance set forth in Section 16 above attributable to the amortized value of Tenant's leasehold improvements.

**19.6. Damage During Last Year of Lease Term.** Notwithstanding anything to the contrary herein contained, if the Premises are damaged or destroyed by fire or otherwise in excess of thirty percent (30%) of the full replacement cost of the Premises during the last year of the Lease Term (unless Tenant has exercised an option to extend the Lease Term as provided for in Section 5 above), either party may terminate this Lease as of the date of such damage or destruction by giving written notice to the other party within ninety (90) days following the date of such damage or destruction.

## **20. Condemnation/Eminent Domain**

**20.1. Total Taking.** "Eminent Domain" means the taking or damaging of property by, through or under any governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person. Landlord shall notify Tenant if all or

any portion of the Property is going to be acquired for any public or quasi-public use through Eminent Domain within ten (10) business day after Landlord's receipt of notice thereof. If all the Premises are taken by Eminent Domain, this Lease terminates as of the earlier of (i) the date Tenant is required to vacate the Premises or (ii) the date title passes to the condemning authority. Tenant shall pay Rent up to the date of such termination.

**20.2. Partial Taking.** Tenant may terminate this Lease upon written notice to Landlord for any of the following events of partial taking by Eminent Domain: (i) if more than five percent (5%) of the rentable square feet of floor area of the Premises is taken or appropriated; (ii) the Premises, after the taking, no longer satisfies the requirements for an office facility (based on Tenant's standard office requirements in Tenant's reasonable business judgment); (iii) the access to the Premises is adversely affected; (iv) the visibility of the Premises is adversely affected; (v) the parking available to the Premises is adversely affected, whether modified or reduced; or (vi) if Tenant's business will otherwise be adversely affected. If Tenant does not elect to terminate this Lease in the event of such partial taking, Rent will be equitably reduced as reasonably determined by Landlord, in consideration of such partial taking.

**20.3. Damages.** Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant, including loss due to removing Tenant's merchandise, furniture, trade fixtures, and equipment or for damage to Tenant's business, loss of business, and/or loss of leasehold interest; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages.

## **21. Hazardous Materials**

**21.1.** Throughout the Lease Term, Tenant shall not cause any substances, chemicals, materials or pollutants (whether solid, liquid or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport or disposal of which is regulated, governed, restricted or prohibited by any federal, state or local agency or authority, or under any federal, state or local law, ordinance, rule or regulation related to the environment, health or safety (collectively, the "**Environmental Laws**"), including any oil, gasoline, petroleum, petroleum by-products, asbestos or asbestos containing materials (collectively, the "**Hazardous Materials**"), to be placed, stored, released, discharged, manufactured, treated or used on, in, under or about the Premises, except for office supplies, cleaning supplies, and other similar supplies and materials used in the ordinary course of Tenant's business.

**21.2.** Landlord represents to Tenant that as of the Lease Date and as of the Commencement Date no Hazardous Materials are located on, in, under or about any portion of the Property. If Hazardous Materials exist at the Premises as of the Lease Date, Landlord shall remediate such Hazardous Materials immediately as required by applicable Environmental Laws and Tenant shall not be obligated to pay any rent or other charges under this Lease until such Hazardous Materials have been remediated. Throughout the Lease Term, Landlord shall not cause or permit any Hazardous Materials to be placed, stored, released, discharged, manufactured, treated, or used on, in, under, or about the Property in violation of applicable Environmental Laws.

**21.3.** Tenant hereby protects, defends, saves, indemnifies, releases and holds Landlord and Landlord's parent entity, affiliates and subsidiaries and all of their respective agents, employees, officers, directors, contractors, managers, members, representatives, successors or assigns harmless from and against all Liabilities (as defined below) caused by or arising out of the presence, disturbance, discharge, release, removal, or cleanup of any Hazardous Materials released at the Premises by Tenant. Tenant's obligations and liabilities under this **Section 21** survive the expiration or earlier termination of this Lease.

**21.4.** To the extent permitted by Texas law, Landlord hereby protects, defends, saves, indemnifies, releases and holds Tenant and Tenant's parent entity, affiliates and subsidiaries and all of their respective agents, employees, officers, directors, managers, members, representatives, successors or assigns harmless from and against all Liabilities (as defined below) caused by or arising out of the presence, disturbance, discharge, release, removal, or cleanup of any Hazardous Materials released at the Property by Landlord. Landlord's obligations and liabilities under this Section 21 survive the expiration or earlier termination of this Lease.

**21.5.** "Liabilities" means any and all liabilities, expenses, demands, fees, sums, amounts, damages (including punitive, exemplary and consequential damages), costs, cleanup costs, response costs, losses, causes of action, claims for relief, attorneys' fees, court costs, alternative dispute resolution expenses and other legal fees, other professional fees, penalties, fines, assessments, and charges.

**22. Estoppel Certificate.**

Landlord and Tenant shall, within thirty (30) days after written request therefor from the other, execute and deliver to such persons as the requesting party may request, a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates which rent and other charges payable under this Lease have been paid, stating the commencement and termination dates of the current Lease Term and stating whatever options to extend there may be in this Lease, stating that Landlord or Tenant, as applicable, is not in default under this Lease to the best of such party's knowledge (or if Landlord or Tenant, as applicable, have alleged a default, stating the nature of such alleged default), and further stating such other matters relating to this Lease as the requesting party may reasonably require.

**23. Access to Premises.**

Landlord, its agents, employees, and contractors, may enter the Premises at reasonable times with reasonable advance notice to Tenant (or to an authorized employee of Tenant at the Premises), and at any time if an emergency (which threatens life or where there is imminent danger to property), to do the following: (i) inspect the Premises and show the Premises to prospective lenders or purchasers and, during the ninety (90) days immediately prior to the expiration of this Lease, to prospective tenants, but only if all such showings are accompanied by a representative of Tenant if so requested by Tenant; (ii) make repairs or perform maintenance if required by this Lease; (iii) comply with applicable Governmental Regulations; or (iv) post (at the Building, but not within or at the entrance to the Premises) for sale or for lease signs; provided, however, that any of the foregoing entries must cause the least practical interference to Tenant's business and Tenant's use of the Premises. If Landlord's entry materially and substantially interferes with the conduct of Tenant's business and/or causes damage to Tenant's property, then in such event Rent will abate in proportion to the extent of the interference as determined by Landlord in its reasonable discretion and Landlord is liable for any damage to Tenant's property. Due to the sensitive and regulated nature of Tenant's business, Landlord shall not knowingly allow any person convicted of a Violent Crime (defined below) to enter the Premises on behalf of Landlord pursuant to this Section or to provide, directly or indirectly, any service, repair, maintenance, etc., on behalf of Landlord pursuant to this Lease. "**Violent Crime**" means an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another (e.g., murder, non-negligent manslaughter, rape/sexual assault, robbery, aggravated assault, harassment, stalking, etc.). In addition, Landlord, its agents, employees, and contractors, are not permitted entry to any restricted area of the Premises (i.e., the vault, behind the teller counter, or other secured area).



## **24. Holding Over**

If Tenant holds over and remains in possession of the Premises beyond the expiration or earlier termination of this Lease, such holding over shall not be deemed or construed to be a renewal of this Lease, but shall constitute the creation of a month-to-month tenancy which may be terminated by either Landlord or Tenant upon thirty (30) days' prior written notice to the other party. By such holding over, Tenant shall be bound by all the terms and conditions of this Lease.

## **25. Quiet Enjoyment.**

During the Lease Term, Landlord shall, provided Tenant pays all Rent and performs the terms and conditions of this Lease as and when required, take all necessary steps to secure to Tenant and to maintain for the benefit of Tenant the quiet and peaceful possession and enjoyment of the Premises and all rights appurtenant thereto, without disturbance, hindrance, or molestation by Landlord or any other person claiming title to the Premises or the Property or any part thereof, and Landlord warrants and, to the extent permitted by law, forever shall defend Tenant's interest under this Lease against the claims of any and all persons.

## **26. Notices.**

**26.1. Written Notice; Delivery Methods.** Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Lease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party's attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Lease is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party's fax number is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice); or (e) e-mail (but only if a party's e-mail address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice)).

**26.2. Addresses.** Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 26.

**26.3. Effectiveness of a Notice.** Except as provided elsewhere in this Lease, a Notice is effective only if (A) the party giving the Notice has complied with Sections 26.1 and 26.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee's facsimile number; (iii) if a Notice is sent by e-mail, upon sending the e-mail to the Addressee's designated e-mail address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or e-mail, the party sending the Notice also must send, on the date that the facsimile or e-mail is sent, a confirmation copy of the Notice (including the

acknowledgement/transmission report described above) by one of the other methods set forth in Section 26.1 above (or else such facsimile or e-mail notice is void).

**26.4. Delivery Time of Notice.** Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

**27. Force Majeure.**

**27.1. Definition.** “**Force Majeure Event**” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the “**Non-Performing Party**”), in whole or in part, from (i) performing its obligations under this Lease, or (ii) satisfying any conditions to the obligations of the other party (the “**Performing Party**”) under this Lease; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a Force Majeure Event if the act or event meets each of the above requirements of this Section 27.1: accident, fire, act of God, act of a public enemy, injunction, riot, strike, lockout, insurrection, war, terrorist attack, court order, requisition or order of governmental body or authority, and inability to procure labor or materials from normally available sources. Notwithstanding the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

**27.2. Suspension of Performance.** If a Force Majeure Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the Force Majeure Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party’s obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the Force Majeure Event. Notwithstanding the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this Lease.

**27.3. Obligations of Non-Performing Party.** Not later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Non-Performing Party shall send written notice to the Performing Party describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Non-Performing Party’s obligations under this Lease. During the continuation of the Force Majeure Event, the Non-Performing Party shall (i) furnish timely, regular written reports updating the initial notice and providing any other information reasonably requested by the Performing Party; (ii) exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party; (iii) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (iv) to the extent that it is able, continue to perform its obligations under this Lease; and (v) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

**27.4. Termination.** If the suspension of performance pursuant to Section 27.2 above continues for more than nine (9) consecutive months, either party may terminate this Lease by sending written notice of termination to the other party, in which event the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease).

**27.5. Resumption of Performance.** When a Force Majeure Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this Lease, or (ii) satis-

fyng the conditions precedent to the Performing Party's obligations, the Non-Performing Party shall immediately give the Performing Party written notice to that effect and shall resume performance under this Lease no later than five (5) business days after the notice is delivered.

**27.6. Exclusive Remedy.** The relief offered by this Force Majeure provision is the exclusive remedy available to the Non-Performing Party with respect to a Force Majeure Event. In addition, the liability of either party for an event that arose before the occurrence of the Force Majeure Event is not excused as a result of such occurrence.

**28. Additional Terms.**

**28.1. Default Rate of Interest.** The "**Default Rate**" of interest shall be the lesser of eight percent (8%) per annum or the rate per annum equal to the then current prime interest rate published in The Wall Street Journal in its "Money Rates" section.

**28.2. Successors or Assigns.** The terms, conditions, covenants, and agreements of this Lease extend to and are binding upon Landlord, Tenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

**28.3. Severability.** If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Lease remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Lease for each party remain valid, binding, and enforceable.

**28.4. Memorandum of Lease.** Neither Landlord nor Tenant shall permit, allow or cause this Lease, or any amendment to this Lease, to be recorded in any public registry or office of register of deeds; provided, however, at the request of either party, Landlord and Tenant shall execute a recordable memorandum of this Lease setting forth the names and addresses of the parties, a reference to this Lease with its date of execution, specific legal descriptions of the Premises and the Property, the actual Commencement Date, the Lease Term, any Renewal Term(s), and all other information that may be required by statute, which memorandum may be recorded by Tenant at Tenant's expense or by Landlord at Landlord's expense in the appropriate public records of the jurisdiction in which the Premises are situated.

**28.5. Waiver.** The parties may waive any provision of this Lease only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

**28.6. Amendment.** The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease (including a facsimile thereof per Section 28.11 below). All amendments to this lease must be approved by the Texas State University Board of Regents

**28.7. Headings & Interpretation.** The descriptive headings/captions of the sections and subsections of this Lease are for convenience only, do not constitute a part of this Lease, and do not affect this Lease's construction or interpretation. Whenever used in this Lease: (i) the words "herein", "hereof",

and similar words refer to this Lease in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words “include,” “includes,” and “including” mean considered as part of a larger group, incorporate “without limitation”, and are not limited to the items recited; (iii) the word “shall” means “is obligated to”; (iv) the word “may” means “is permitted to, but is not obligated to”; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Lease.

**28.8. Choice of Law.** The laws of the state of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Lease and the transactions it contemplates, including its interpretation, construction, performance, and enforcement. Any judicial action or proceeding between the parties relating to this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement.

**28.9. Authority to Execute.** Each party represents to the other that this Lease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Lease. In addition, Landlord represents to Tenant that Landlord has the full right, power, and authority to enter into this Lease without the necessity of obtaining any third party approval (other than those already obtained by Landlord) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

**28.10. No Construction Against Drafting Party.** Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

**28.11. Counterparts.** The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this Lease in the presence of the other parties to this Lease. This Lease is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Lease, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Lease by facsimile also shall deliver a manually executed counterpart of this Lease, but the failure to do so does not affect the validity, enforceability, or binding effect of this Lease.

**28.12. Damages.** Notwithstanding anything set forth in this Lease to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

**28.13. Acceptance.** The submission of this Lease to Landlord by Tenant or to Tenant by Landlord does not constitute an offer to lease. This Lease becomes effective only upon the execution and delivery thereof by both Landlord and Tenant.

**28.14. Time of the Essence.** Time is of the essence in this Lease.

**28.15. Business Days.** “**Business Day**” (or “**business day**”) means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks and/or Landlord are authorized or required to close, such as the Landlord's spring break and winter break, in the state, commonwealth, or jurisdiction where the Premises are located. If the last day of any time period under this Lease, or the last day for performance of any obligation, or for giving any notice, or for taking any other action under this

Lease falls on a day that is not a Business Day, then the last day of such time period is extended to the first day thereafter that is a Business Day.

**28.16. Third-Party Beneficiaries.** This Lease does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

**28.17. Survival.** The provisions of this Lease that would require that they survive the termination of the Lease in whole or part to give them full effect survive the termination of this Lease in whole or part for any reason, regardless of the date, cause, or manner of such termination. In addition, all rights of action arising from or related to this Lease that accrue during the Lease Term, and any remedies for such claims, both legal and equitable, survive termination.

**28.18. Confidentiality.** Landlord shall hold the terms of this Lease in strict confidence, and will not disclose same to any person other than to (i) Landlord's directors, officers, employees, and partners, and (ii) those brokers, consultants, lenders, or other third parties working with Landlord in connection with this Lease and who need to know such information for the purpose of consummating this transaction. This confidentiality obligation will not be applicable to disclosure of information required by applicable Governmental Regulations or Texas law. Landlord acknowledges and stipulates that Tenant may suffer irreparable harm in the event of a breach of this confidentiality agreement, for which Tenant has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Lease or at law, Tenant shall have the right to obtain immediate injunctive or other equitable relief upon a breach of this confidentiality agreement by Landlord, without the necessity of giving any notice of such default or opportunity to cure the same.

**28.19. Public Information.** Landlord 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. Upon written request from Landlord, Tenant is required to make any information created or exchanged with the state pursuant to this Lease, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

**28.20. Voluntary Programs.** Landlord may institute certain voluntary programs for the Property that Landlord believes will be in the best interest of the Property and its tenants. Such programs may include, but shall not be limited to, recycling and/or car-pooling programs. Tenant shall promptly, at no cost or expense, comply with and carry out its obligations under such programs, as the same may exist from time to time. However, Tenant is not obligated to join, participate in, or contribute to an advertising program or merchants' association.

**28.21. OFAC Certification.**

(a) Each party ("**Representing Party**") hereby certifies and covenants to the other party that such party that constitutes, owns, controls, or is owned or controlled by Representing Party (other than through the passive ownership of interests traded on a recognized securities exchange) is not, and at no time during the term of this Lease will be among the parties identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or any replacement website or other replacement official publication of such list.

(b) Tenant is a regulated financial institution, duly organized and operating under the laws of the United States, and is subject to: (a) U.S. anti-money laundering and anti-terrorist financing laws and regulations (“**AML**”), including the Bank Secrecy Act (“**BSA**”), as amended by the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (“**USA PATRIOT Act**”) and the regulations promulgated thereunder and (b) the regulations promulgated by OFAC to implement U.S. economic and trade sanctions. Tenant certifies to Landlord that Tenant has adopted and implemented and will continuously maintain during the Term of the Lease an AML/BSA/OFAC Compliance Program that is approved annually by the Tenant’s Board of Directors which includes the four pillars required by the USA PATRIOT Act for an effective compliance program, including: (i) the designation of an individual responsible for managing AML/BSA/OFAC compliance, (ii) a system of internal controls to ensure ongoing compliance, (iii) the provision of training for appropriate personnel, and (iv) independent testing of AML/BSA/OFAC compliance.

(c) Notwithstanding anything set forth in this Lease to the contrary, Tenant’s failure to comply with the foregoing laws and regulations is not a breach of this Lease by Tenant except to the extent that such failure results in it being unlawful for Landlord to transact the business contemplated under this Lease with Tenant. Tenant shall not: (i) transfer or permit the transfer of any interest in Tenant to any Blocked Party or (ii) assign or sublet this Lease to any Blocked Party. Landlord shall not: (i) transfer or permit the transfer of any interest in Landlord to any Blocked Party or (ii) assign this Lease to any Blocked Party.

**28.22. Lease Date.** The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this Lease. If a party signs but fails to date a signature the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this Lease and the other party may inscribe that date as the date associated with the signing party’s signature; provided, however, if only one party dated this Lease, then such date is the date of this Lease.

**28.23. Merger/Prior Agreements. THIS LEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES’ AGREEMENT ON THE MATTERS CONTAINED IN THIS LEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LEASE. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS LEASE.**

**29. Bank Personnel Placed on Campus.** In accordance with Landlord’s System Rules and Regulations, Chapter III, Paragraph 10.3, Tenant will provide representation that it has conducted the following background checks on its officers and employees it causes to be permanently on the campus:

**29.1.** Sex offender and criminal history databases where the above individuals will be placed on the campus full time, working with or around students.

**29.2.** Criminal history checks where the above individuals will be handling money, informational technology, or other security-sensitive areas as determined by Landlord and credit history checks on Directors, Officers or managers who are permanently on campus;

**29.3.** Tenant will not knowingly assign any individual to provide services on Landlord's premises who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses.

**29.4.** Wells Fargo will provide University a letter signed by an authorized representative, on an annual basis, certifying compliance with this section for only the Texas State University location.

**30. Ethics Matters.** This Agreement complies with Texas Government Code, Section 2252.908 which requires a business entity entering into a contract that requires approval of the Board of Regents, and/or has a value \$1 million (except for sponsored research or interagency contracts) to submit a Disclosure of Interested Parties form (Disclosure), as prescribed by the Texas Ethics Commission, to the institution at the time the signed contract (or amendment) is submitted. The form must include: (1) a list of each interested party (a person who has a controlling interest in a business entity, or who actively participates in facilitating the contract or negotiating the terms of the contract), and (2) the signature of the authorized agent of the business entity. Failure of the business entity to provide the Disclosure will result in termination of the Agreement. Following is the link to the form:

[https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form%201295.htm)

In accordance with the new statute, within 30 days after the Disclosure is filed, the Landlord will file a copy of the Disclosure with the Texas Ethics Commission.

**31.** In accordance with Texas Education Code, Section 51.9335 (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, any provision required by applicable law to be included in the Agreement or Contract is considered to be a part of the executed Agreement or Contract without regard to:

- (1) Whether the provision appears on the face of the Agreement or Contract; or
- (2) Whether the Agreement or Contract includes any provision to the contrary

**32.** Tenant shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the Landlord relative to conduct on its premises. Tenant IS NOTIFIED THAT THE FOLLOWING LANDLORD POLICIES SHALL APPLY TO ITS EMPLOYEES AND SUBCONTRACTORS WHILE ON TEXAS STATE PROPERTY:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and
- f. Prohibition of sexual harassment or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation.

**33. Nondiscrimination:** In their execution of this Lease, Tenant shall comply with all federal, state, Landlord and Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this Lease.

**[SIGNATURES ON FOLLOWING PAGE]**

The parties hereby execute this Lease as of the dates set forth below.

Landlord:

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
President Denise M. Trauth, Ph.D.  
Texas State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor Brian McCall, Ph.D.  
The Texas State University System

\_\_\_\_\_  
Date

Approved as to legal form:

\_\_\_\_\_  
Fernando C. Gomez, J.D., Ph.D.  
Vice Chancellor and General Counsel

\_\_\_\_\_  
Date

APPROVED by the Board of Regents on May 19, 2017 at Texas State University, San Marcos, TX.

\_\_\_\_\_  
The Honorable Rossanna Salazar  
Chairman of the Board

\_\_\_\_\_  
Date

**[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]**



Tenant:

**WELLS FARGO BANK, N.A.,**  
a national banking association

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

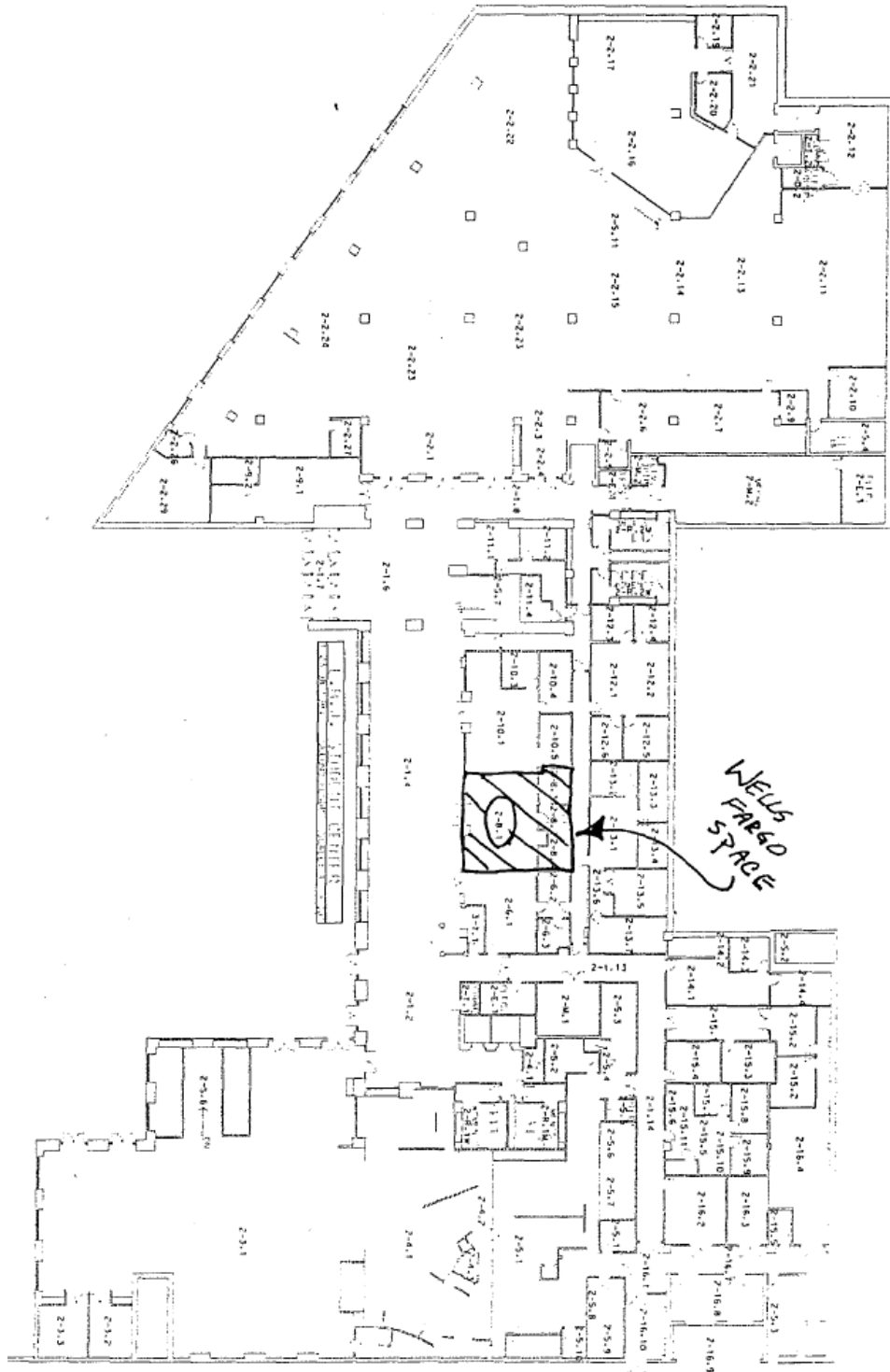
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

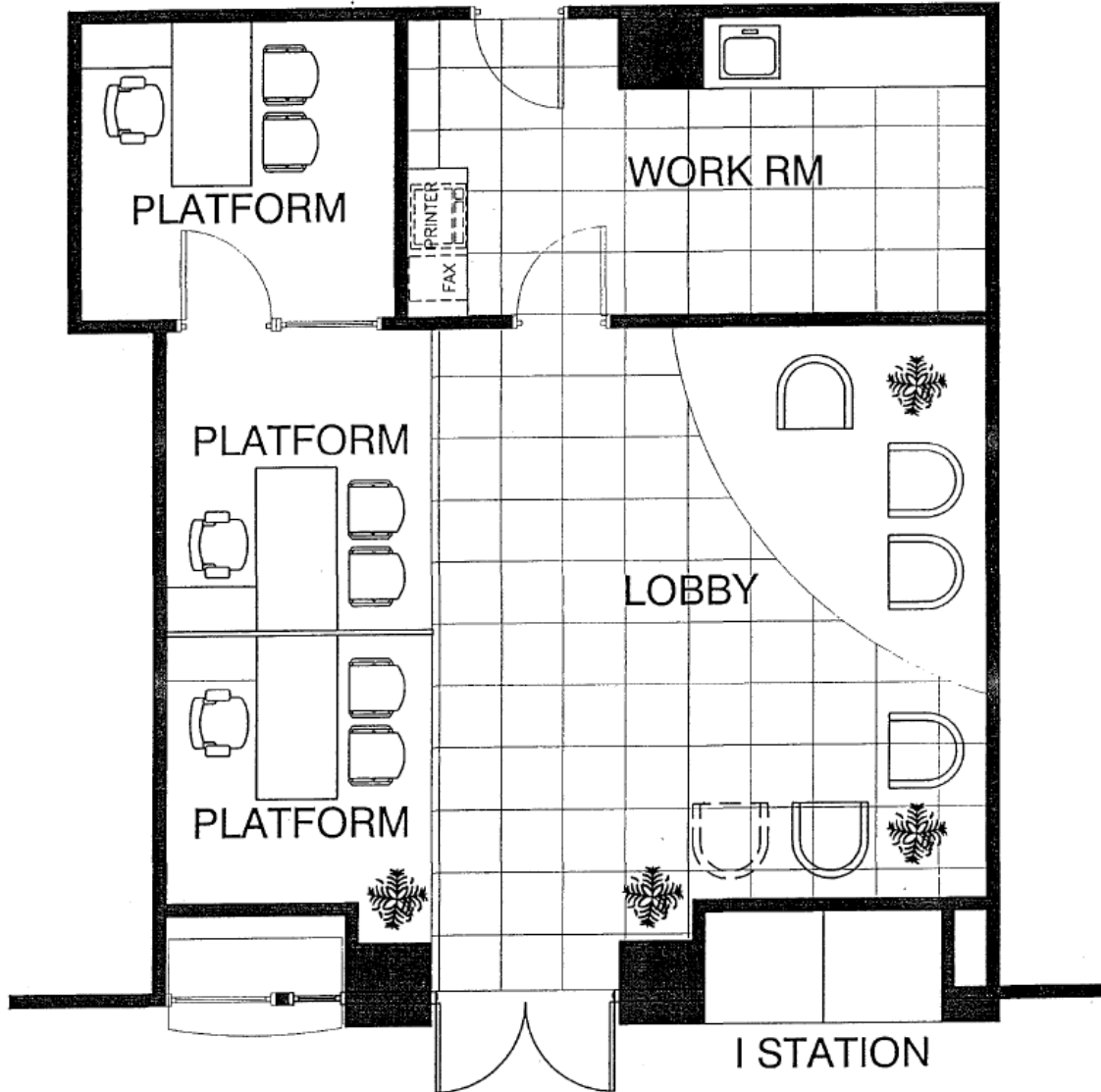
**EXHIBIT A**

**FLOOR PLAN**



**EXHIBIT A-1**

FLOOR PLAN (CONTINUED)



Option C - phase 1

SCALE: 3/16"=1'-0"



aa-arch.com

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION  
LEE T. ALEXANDER #15099

TEXAS STATE

AUSTIN, TEXAS  
PROJECT#: 6733  
DATE: 3-3-6

**EXHIBIT B**

COMMENCEMENT DATE AGREEMENT  
[San Marcos, TX - 601 University Drive] (BE #104876)

**THIS COMMENCEMENT DATE AGREEMENT** is entered into by **TEXAS STATE UNIVERSITY** (“**Landlord**”), and **WELLS FARGO BANK, N.A.** (“**Tenant**”) as of the date this Agreement is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.

Landlord and Tenant entered into that certain Lease dated \_\_\_\_\_, 20\_\_ (the “**Lease**”), with respect to certain premises located at Room 2.8 at the LBJ Student Center, 601 University Drive, San Marcos, TX 78666, as more fully described in the Lease.

The parties agree as follows:

**1.** Capitalized terms used in this Agreement not specifically defined herein have the meanings given such terms in the Lease.

**2.** Landlord delivered possession of the Premises to Tenant on June 1, 2017. The commencement date of the initial term of the Lease is June 1, 2017. The expiration date of the Lease is May 31, 2022 (i.e., the last day of the last calendar month of the initial term of the Lease) subject to five (5) renewal term of one (1) years.

**3.** The rent commencement date as set forth in the Lease is June 1, 2017. If the rent commencement date is not the first day of a calendar month, rent for any partial month at the beginning of the term of the Lease will be pro-rated, and thereafter, all rent adjustments, if any, will occur on the first day of the applicable calendar month. The monthly base rent payable by Tenant during the initial term of the Lease (and any renewal terms, if applicable) is as follows:

<b>Lease Term (From &amp; To Dates)</b>	<b>Monthly Payment</b>
June 1, 2017 to May 31, 2022	\$3093.75
June 1, 2022 to May 31, 2027*	\$3403.13

\* Applicable only if Tenant elects and Landlord agrees in writing and the Texas State University System Board of Regents approves to exercise the renewal option for each one year period.

**4.** The rentable square footage of the Premises as measured in accordance with the Lease is 825 rentable square feet as of the rent commencement date.

The parties hereby execute this Agreement as of the dates set forth below.

*[Signature page intentionally omitted from this Exhibit “B” to this Lease.]*

EXHIBIT C

LANDLORD'S W-9

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Form W-9 fields: 1 Name (Texas State University), 2 Business name, 3 Check appropriate box for federal tax classification (Other), 4 Exemptions, 5 Address (601 University Drive), 6 City, state, and ZIP code (San Marcos, TX 78666), 7 List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number and Employer identification number boxes. SSN: [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]. EIN: 74 - 6002248

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person [Signature] Date 9-1-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

## **ATM/PIN-BASED DEBIT CARD AGREEMENT**

**THIS AGREEMENT** (herein “Agreement”) is made and entered into effective as of June 1, 2017 (“Effective Date”) by and between the Texas State University (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

**WHEREAS**, University offers a multi-purpose identification card (“Bobcat Card”) to all enrolled students in good standing and to all faculty and staff (collectively the “Eligible University Community Members”) that is used to access a variety of University facilities and on- campus services; and

**WHEREAS**, University desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other banking and financial services to Eligible University Community Members in association with and accessed through the Bobcat Card, all as more particularly described herein; and

**WHEREAS**, Bank seeks to establish new account relationships through its affiliation with University, including but not limited to checking accounts with linked Bobcat Cards (each such checking account referred to herein as “Bobcat Card Bank Account”).

**NOW, THEREFORE**, for valuable consideration, the parties agree as follows:

**1. Term and Options to Extend.** The Term of this Agreement shall commence on June 1, 2017 or as of the date indicated by the last to sign as of the time this Agreement is fully executed as shown on the signature page and shall terminate on May 31, 2022 (“Termination Date”), unless otherwise terminated as provided in Section 25 (the “Term”) or unless both parties elect to renew the Agreement for up to 5(5) additional one-year periods. University agrees to give Bank notice by the first day of February, 2022 that it desires to extend the Term and upon mutual agreement, the Term shall be extended for a one (1) year period. This extension procedure shall likewise be applicable with respect to the four additional one-year periods.

**2. Grant to Use University Name and Marks.** University hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit “A” of this Agreement (collectively, the “University Marks”) for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the Bobcat Card program. All applications of the University Marks by the Bank must conform to Exhibit “A,” along with any specifications established by the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the

University without, in each case, University's prior explicit written consent. Bank shall deliver all Bobcat Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants Bank authority to use published Bobcat Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank's limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees, to the extent permitted by Texas law, to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 19. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such, arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of

infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

**3. Grant to Use Bank Name and Marks.** Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit “B” of this Agreement (collectively, the “Bank Marks”) on all Bobcat Cards linked to a Bobcat Card Bank Account and all promotional and informational materials prepared by University in connection with the Bobcat Card under this Agreement. University will make no other use of Bank Marks without Bank’s prior written consent. University agrees that all products and/or services offered in connection with the Bobcat Card program shall be of a nature and quality commensurate with the nature and quality of the University’s Bobcat Card program. University shall deliver all Bobcat Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank’s prior written consent.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University’s limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on Bobcat Cards issued after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a tradename, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University’s right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 19. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University’s reasonable costs of defending against such, arising from University’s use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.



Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to Bobcat Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue Bobcat Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its Bobcat Card program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with University, Bank shall pay all of University's costs related to such changes. University shall have no obligation to reissue Bobcat Cards with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

**4. Royalties to University.** In consideration of the license and grant of rights from the University given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the University as follows:

**a. Initial Royalty Payment.**

Bank will pay \$50,000.00 within sixty (60) days of the commencement of this Agreement.

**b. Account Royalty Payment.**

Bank will pay University for each eligible Bobcat Card Bank Account linked to the Bobcat Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of University Bobcat Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible Bobcat Card Bank Accounts which have a linked Bobcat Card. Bank will use discrete product and customer identification and will only pay University for one linked Bobcat Card Bank Account per Eligible University Community Member. To be considered for payment, the Bobcat Card Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University provided total enrollment of Eligible University Community Members for the applicable academic school year (e.g., enrolled students).

The annual account royalty payment shall be based on the number of eligible Bobcat Card Bank Accounts linked to Bobcat Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a Bobcat Card held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

<i>Percentage of Student Enrollment Linked to a Bobcat Card Bank Account</i>	<i>Annual Royalty Payment Based on Linked Bobcat Card Bank Accounts</i>
--	---

0% - 39.9%	\$100,000
40.00%	\$120,000
45.00%	\$135,000
50.00%	\$150,000
55.00%	\$165,000
60.00%	\$180,000
65.00%	\$195,000
70.00%	\$210,000
75.00%	\$225,000
80.00%	\$240,000
85.00%	\$255,000
90.00%	\$270,000
95.00%	\$285,000
100.00%	\$300,000

Payments described in this Section 4 shall be deemed paid upon receipt by the University at the address indicated herein for receipt of notices pursuant to Section 28.

**Royalty Payment Timeframes.**

**Initial Royalty Payment**

The initial payment to University of \$50,000.00 will be within sixty (60) days of the date the Agreement commences (i.e., payment will be made by July 31, 2017).

**Annual Royalty Payments**

Bank will maintain existing royalty payment schedule. Accordingly, payment information is expected as follows:

- The account royalty payment will be calculated annually in August to ensure accurate payment has been made to University.
- Annual account royalty payments, based on number of linked Bobcat Card Bank Accounts, will be calculated from the final Fall semester enrollment of Eligible University Community Members (e.g., enrolled students) as of September 15 of the previous year each year during the Term.
- In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly,

- the initial royalty payment will be paid in July 2017
- the first account royalty payment based on participation would be calculated in August 2017.
- the account royalty payment would be made by August 2017.

**5. Bobcat Card Payments and Operational Support Payment.**

### Bobcat Card Payment

Bank will pay up to \$1.00 of the actual cost of the plastic card stock, up to \$8,000.00 annually for each year of the Term, for new Bobcat Cards issued to Eligible University Community Members during the Term of the Agreement.

Bank will not pay for replacement Bobcat Cards issued to Eligible University Community Members if they are lost or stolen or requested for other purposes. It is at the University's discretion whether to charge Eligible University Community Members for replacement Bobcat Cards.

### Payment Date

Bank will pay University within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by University.

- Such invoice will be provided annually in June.

### Operational Support Payment

During the last four (4) years of the initial Term, Bank will pay an annual operational support payment in the amount of \$2,000.00 to off-set the loss of shared sales revenue associated with the off-campus Bobcat Buck\$ program, which the parties hereby agree shall either terminate or the management of which shall be fully transitioned from Bank to University effective April 30, 2018. The terms of the off-campus Bobcat Buck\$ program are set forth on Exhibit "D" of this Agreement.

- Initial annual operational support payment will be made in May 2018
- Final payment will be made by April 30, 2022

**6. Bobcat Card Bank Account.** During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the Bobcat Card for Bobcat Card holders who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$25 by the Bobcat Card holder. Nothing herein prohibits Bank from closing any Bobcat Card Bank Account in accordance with standard deposit account procedures. A "linked" checking account is

defined as a Bobcat Card Bank Account which has a Bobcat Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some Bobcat Card holders may not be eligible for the Bobcat Card Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.
- b. Only one checking account per Bobcat Card holder shall be considered to be a Bobcat Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a Bobcat Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a Bobcat Card may be linked.
- d. The Bobcat Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.
- e. The Bobcat Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink or Maestro cards are accepted) to a Bobcat Card Bank Account.
- f. During the Term, should University decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student's Bobcat Card Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.
- g. Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the Bobcat Card and the Bobcat Card holders, using

a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:

- i Information about various account offerings for Bobcat Card holders,
  - ii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
  - iii Link to log-in for secure online banking session, and
  - iv Information about and links to other Bank related products and services.
- h. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Bobcat Card Bank Accounts that it makes generally to its non-Bobcat Card Bank Accounts.

**7. Bobcat Card Bank Account Opening.** The Bobcat Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting Bobcat Card Bank Account applications from Bobcat Card holders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the Bobcat Card holder in connection with the Bobcat Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a Bobcat Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the Bobcat Card program, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support Bobcat Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

**8. Bobcat Card Design and Specifications.** Bobcat Cards that can be linked to a Bobcat Card Bank Account shall conform to the following specifications:

- i an electronically stored photo of the Bobcat Card holder,
- ii the Bobcat Card holder's relationship to University (faculty, staff, student),
- iii 16-digit ISO number printed on the card;
- iv the Bobcat Card holder's first and last name, and
- v Wells Fargo logo.

The reverse side of the new Bobcat Card shall have these minimum requirements:

- i One dedicated magnetic two- or three- track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two for banking use
- ii the appropriate ATM network "bugs" as follows:
  - Plus: 11.25mm wide X 6.1875mm high
  - iii Visa required language:  
"ATM and purchase capability requires a linked deposit account."

This copy must appear:

- Near the Plus Mark
- In at least 4-point type

iv University instructions for reporting lost or stolen cards and instructions to contact Wells Fargo for lost/stolen linked card,

v Additional copy elements:

- a. For Wells Fargo Customer Service please call 1-800-869-3557 (1-800-TO-WELLS)
- b. wells Fargo.com
- c. Never write your PIN on your card wells Fargo.com

Other details and design guidelines will be provided during the card design review prior to new production runs

The Bobcat Card will include such design and functionality as is necessary to provide reasonably such University benefits as University may request, such as access pass to University facilities and University provided financial services.

University shall be responsible for any costs associated with the new design of the Bobcat Card. While University shall cooperate with Bank to create a Bobcat Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's design when it finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the Bobcat Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

It is the University's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist University at University's expense with an initial trademark/service mark search if requested by University. To the extent permitted by Texas law, University agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and University elects to use the name or card design.

**9. Issuance of New Cards.** Eligible University Community Members will receive the University Bobcat Card with the capability to access Bank financial services. Bank and University will work together through mutually agreed upon communication methods including without limitation communications that the University will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the Bobcat Card program with optional PIN-based debit functionality and marketing the same.

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Eligible University Community Members who receive the Bobcat Card can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank branch. The Eligible University Community Member will need to present the Bobcat Card at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN- based debit functionality.

For Bobcat Card holders who already have a Bank checking account available for linking to their Bobcat Card, once the Bobcat Card is encoded with the appropriate 16-digit card number and upon Bobcat Card holder's request, Bank will enter the number into Bank's system and link such number to corresponding checking account.

University will have the right to issue replacement Bobcat Cards in accordance with the terms of this Agreement to Bobcat Card holders, whether or not they have a Bobcat Card Bank Account, provided University confirms that the original Bobcat Card has been duly reported as lost or stolen to Bank by the Bobcat Card holder.

**10. Post-conversion Changes to the Bobcat Card.** University reserves the right to make alterations within a mutually agreed upon time to the Bobcat Card program which may require re-issuance of cards, in which case University would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of

staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. University agrees that said changes will not diminish the financial services provided by Bank through the Bobcat Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

**11. Matters Relating to Lost or Stolen Cards; Fraudulent Use.** Should a Bobcat Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Bobcat Card's capability for processing transactions through the Bobcat Card Bank Account. Bank shall provide Bobcat Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen Bobcat Cards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked Bobcat Cards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank's general population of checking account customers located in the state of Texas.

**12. Persons No Longer Eligible University Community Members.** Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the Bobcat Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the Bobcat Card and its University identification benefits. However, University shall not be required to collect the Bobcat Card; nor shall the Bobcat Card holder be required to forfeit the Bobcat Card. Bank may or may not discontinue the services of the Bobcat Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

**13. Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding Bobcat Cards actively serving as University's multi-function identification card and displaying the Bank Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding Bobcat Cards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as Bobcat Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Bobcat Cards to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the Bobcat Card program described in this Agreement,

including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

**14. ISO Number Ownership.** At all times, University shall be deemed to own the ISO numbers associated with the Bobcat Cards issued pursuant to this Agreement.

**15. Vendor Support.** Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. University has no responsibility for, and no relationship with, third party vendors accepting the Bobcat Card for ATM, PIN-based debit Bobcat Card transactions as a result of this Agreement.

**16. Compliance with Applicable Law and Regulations.** The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, University will be considered the “issuer” of the Bobcat Card used as the University ID card, except to the extent the Bobcat Card is used to perform electronic funds transfers to or from any Bobcat Card Bank Account, in which case Bank will be considered the “issuer.” Bank will not be responsible to University or any Bobcat Card holder for any liability arising from University’s “issuer” responsibilities. Bank will be considered the “issuer” of the Bobcat Card as it pertains to electronic funds transfers to or from any Bobcat Card Bank Account and to the performance of any other financial transactions involving a Bobcat Card Bank Account. Bank will be responsible to the Bobcat Card holder for any unauthorized or erroneous transaction involving the Bobcat Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Bobcat Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Bobcat Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Bobcat Card Bank Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the Bobcat Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

**17. Marketing.** Bank and University shall fully cooperate and shall work in conjunction to promote the Bobcat Card program through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to

University. University will provide Bank with the opportunity to provide information about the Bank financial services associated with the Bobcat Card program to University Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University and Bank will mutually agree upon direct mail and email communication strategies, and University will send these communications on Bank's behalf. University agrees that such marketing materials will include both the Bank Marks and University Marks. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders and new incoming University students. All mailings shall be mutually agreed on and where appropriate approved by the applicable University department and Bank. In addition, University will communicate during orientation the University Bobcat Card program and associated Bank financial services to all parents/guardians and students. The University Bobcat Card program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations at no additional cost to Bank including but not limited to the presence of Bank representatives and presentations at the orientations. University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future Bobcat Card holders including but not limited to the above marketing efforts and "tabling" on campus.

**Marketing Budget.** Bank will provide the marketing services function for marketing and promotion of the Bobcat Card program. Bank estimates that its annual marketing budget for the promotion of the Bobcat Card Campus Card project will be approximately \$10,000.00 during the Term of this Agreement. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the new Bobcat Card and the benefits of linking it to a Bobcat Card Bank Account.

**18. Insurance.** Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Bank operating guidelines. Bank shall also obtain and keep in force workers' compensation insurance or nonsubscriber insurance in accordance with Texas Workers' Compensation regulations to the extent required by law and furnish proof of such to University upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

University is self-insured under Texas Law. The Texas statutes providing for this self-insurance are found in Chapter 104 of the Texas Civil Practice and Remedies Code and Chapter 2259 of the Texas Government Code.

**19. Liability.** Bank will exercise reasonable care in providing electronic funds transfer services and other services to Bobcat Card holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the

extent applicable, is not responsible to University for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Bank.

Bank does not undertake to ensure that Bobcat Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Bobcat Cards, Bobcat Card holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

**20. Representations and Warranties; Board Approval.** Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

**21. Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Bobcat Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 23.

**22. Exclusivity.** During the term of this Agreement, University will not cause or authorize any University identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent Bobcat Card holders from using Bobcat Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 17.

**23. Confidentiality.** University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for Bobcat Card Bank Account application data and Bobcat Card Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.
- b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.

- d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.
- e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.
- f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible University Community Members who are Bobcat Card holders and who have Bobcat Card Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of Bobcat Card holders who have obtained Bobcat Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 23; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or

provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such University Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Bank is required to make any information created exclusively for, or exchanged with, the state pursuant to this contract, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. For purposes of clarification, information created or utilized by Bank in the general course of its business, created for itself or other third parties for any use whatsoever, or created in connection with Bank's products and/or services, including those products and/or services offered to Eligible Community Members pursuant to this Agreement, are not considered "information created for, or exclusively for," the state." The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

**24. Equipment.** University is responsible for providing at its cost any equipment and systems programming necessary to implement the new Bobcat Card program. Bank is responsible for providing any additional needed data lines and installation at its cost.

**25. Termination.**

- a. This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material breach of any provision of this Agreement and failure to cure the breach within 60 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within 60 days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date which in no event shall be later than 120 days from the material breach.
- b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.



- c. This Agreement may be terminated by either party at any time if: (i) the operation of the Bobcat Card program has or threatens to have a material adverse financial impact on

Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the Bobcat Cards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the Bobcat Card (s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the Bobcat Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.

- d. This Agreement may be terminated by University upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their Bobcat Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Bobcat Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.
- e. In the event University terminates the Agreement prior to the Termination Date for any reason other than those stated in subsections a, b, c, or d, or if Bank terminates pursuant to subsection a, b or c, of this Section 25, University shall repay to Bank a percentage of the Initial Royalty Payment described in Section 4.a. of this Agreement. The percentage to be repaid by University shall be calculated as follows:

Agreement Terminated:	Percentage of Initial Royalty Payment to be Repaid
During the first year of the Term	100%
During the second year of the Term	75%
During the third year of the Term	50%
During the fourth year of the Term	33%
During the last year of the Term	0%

**26. Assignment.** This Agreement may not be assigned by either party in whole or in part, other than by operation of law, without in each event the other party's prior written consent. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.

**27. Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain Bobcat Card products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

**28. Notices.** Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank:

Mark  
Masten  
Area President  
Wells Fargo Bank  
Address  
MAC T7044-020  
111 Congress Ave  
2<sup>nd</sup> Floor  
Austin, TX  
78701-4050

If to University:

Eric Algoe  
Vice President Finance and Support Services  
Texas State University  
Address  
601 University Dr. – JCK 920  
San Marcos, Texas 78666

**29. Amendments and Waiver.** This Agreement may be amended only in writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party.

**30. Governing Law.** The laws of the State of Texas shall govern this Agreement. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible University Community Member regarding a Bobcat Card Bank Account. Notwithstanding any provision of

this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses.

**31. Force Majeure.** The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

**32. Relationship of Parties.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

**33. Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

**34. Information System General Security.**

- a. University and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises.
- b. With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data, University shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as University receives notice of such policies, procedures, and standards, and any

relevant changes.

- c. In addition, University agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

**35. Taxpayer Identification Number.** University shall provide Bank with a duly dated and executed certification of taxpayer identification number in the form attached as Exhibit C.

**36. License to Establish Link to Bank Web Site.** University may choose to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at [wellsfargo.com](http://wellsfargo.com) and has requested Bank's consent.

Bank hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on [www.txstate.edu](http://www.txstate.edu) to the [www.wellsfargo.com](http://www.wellsfargo.com) home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not "frame" the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the University Internet web site located at [www.txstate.edu](http://www.txstate.edu) for the exclusive purpose of linking from [www.txstate.edu](http://www.txstate.edu) to [www.wellsfargo.com](http://www.wellsfargo.com). University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

University acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the University web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank, University removes the materials to which Bank objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link and use the Logo is terminated, University agrees to remove the link from the University web page to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University agrees that any University web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to "Wells Fargo Bank, N.A., Member FDIC." University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank's consent.

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.

another that the pricing and other terms and conditions for the services provided under the Agreement are

unrelated to whether the University refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

**38. Title IV Representation and Warranty.** University and Bank represent and warrant that Bobcat Card Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open Bobcat Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Bobcat Card Bank Accounts. Further, the Bobcat Card program is not being established for the purpose of University's disbursement of Title IV funds and Bobcat Card Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

(Signatures on next page)

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates designated below.

WELLS FARGO BANK, NATIONAL ASSOCIATION

\_\_\_\_\_  
Jeffrey Schumacher, Regional Bank President

\_\_\_\_\_  
Date

TEXAS STATE UNIVERSITY SYSTEM

Examined and Recommended:

\_\_\_\_\_  
President Denise M. Trauth, Ph.D.  
Texas State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor Brian McCall, Ph.D.  
The Texas State University System

\_\_\_\_\_  
Date

Approved as to legal form:

\_\_\_\_\_  
Fernando C. Gomez, J.D., Ph.D.  
Vice Chancellor and General Counsel

APPROVED by the Board of Regents on May 19, 2017 at Texas State University, San Marcos, TX.

\_\_\_\_\_  
The Honorable Rossanna Salazar  
Chairman of the Board

\_\_\_\_\_  
Date

EXHIBIT A

UNIVERSITY MARKS

<http://www.umarketing.txstate.edu/resources/downloads/logos.html>

**EXHIBIT B**

**BANK MARKS**



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(Red box with gold letters)



EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

74-6002248

## EXHIBIT D

### DECLINING BALANCE ACCOUNTS AND SETTLEMENT SERVICES

The following provisions apply to the off-campus Bobcat Buck\$ program which will include only merchants with existing fully executed agreements, as of April 30, 2017, and which the parties hereby agree will terminate effective April 30, 2018. Upon termination of the off-campus Bobcat Buck\$ program, this Exhibit D shall be of no further force and effect.

**a. Scope.** The Declining Balance Program provided under this Agreement will enable Bobcat Card cardholders to use Declining Balance funds via the Bobcat Card at participating Merchants and owners or operators of certain vending machines to make purchases.

**b. Definitions.** When used in this Agreement, the following terms shall have the meanings set forth below.

**1. University Fund Account.** The account maintained with Bank to which all funds used to purchase Declining Balance are deposited and from which Bank is authorized to withdraw funds for the purpose of providing settlement for Declining Balance transactions.

**2. Merchant.** A merchant that has been approved by Bank in accordance with Bank's standard procedures and policies, and the University-established criteria for participation in the Declining Balance Program.

**3. Merchant Terminal.** A terminal used at a Merchant location to process transactions through the Declining Balance Program.

**4. Settlement Services.** The process of reimbursing Merchants for purchases made at their locations by Bobcat Card cardholders by debiting the University Fund Account for the amount of the purchase. Settlement Services shall also include the processing of disputed transactions and other related debit or credit transactions which are part of the Program.

**5. Declining Balance.** A transferable claim against the University that is: (i) purchased by Bobcat Card cardholders; (ii) maintained on either the Diebold system or a successor system; (iii) accepted by Merchants; and (iv) intended to be used to pay for goods and services through the Bobcat Card System.

**6. University Magnetic Stripe.** The University or current magnetic stripe located on the back of the Bobcat Card for use: (i) in the Declining Balance Program and (ii) by the University in connection with such other programs as may from time to time be defined by the University.

**7. University Settlement Account.** Non-interest bearing demand deposit account into which University on-campus transactions, daily settlements, revenue sharing and other related transactions will be deposited.

**c. Services.** Bank agrees to provide the services set forth in this subsection c.

**1. Bank Merchant Activity.** Bank representatives will contact participating Merchants ("Merchants") to participate in the Bobcat Card Declining Balance Program. Contracts with the Merchants regarding equipment fees, access fees and discount fees will be the responsibility of Bank. The discount fee will be

2.50% of gross sales. The discount fee will be calculated and the portion allocated to University will be credited to the University Settlement Account.

Bank will provide University with a copy of the Merchant Agreement for the Bobcat Card Declining Balance Program. The Merchant Agreement will include procedures for accepting and processing the Bobcat Card for purchase transactions. University will review these procedures prior to distribution.

Bank will have the responsibility to support off-campus terminals and provide support for settlement of transactions on and off campus to participating Merchants.

**2. Merchant Set-up.** Bank will coordinate the Merchant development, setup and training for the Bobcat Card Program as well as create Merchant settlement files for the Bobcat Card transactions for processing each business day for Merchants. Merchants will connect readers to the University card system via “dial and hold,” direct connections and/or Modem pooling, depending upon Merchant activity and costs as well as the University’s capacity. Bank shall not allow the Student identification number or the Bank ISO number to be hand-keyed into the reader. University shall be responsible for supporting on-campus Merchant Terminals that are owned or operated by University.

Bank will purchase from a supplier the designated Merchant terminal and equipment for the Bobcat Card Declining Balance Program transaction processing. Bank will sell the terminal and equipment to the participating Merchants to ensure compatible and consistent equipment for the Program. The Merchants will install and maintain phone lines to support the Merchant terminal connection at their expense. Support and onsite services to the Merchants will be provided by Bank and will be available 24 hours, 7 days per week for all off-campus Merchants.

**3. Merchant Processing.** Bank will provide daily system reconciliation of outstanding Declining Balance on the Bobcat Card system with the funds on deposit in the University Fund Account. Reconciliations will confirm that the outstanding Declining Balance purchased by Bobcat Card cardholders equals the balance in the University Fund Account each business day. Any outstanding items will be delineated and tracked until resolved.

Bank shall be responsible for Merchant settlement services and associated reporting related to the Bobcat Card Declining Balance Program. University will provide to Bank daily Merchant transactions by location for this daily settlement. Bank will complete all funds movement or Merchant settlements based on the daily Merchant settlement files. Daily settlements will occur for day-to-day activity. Merchant daily settlements will be credited via Merchant settlement accounts held at Bank.

Bank will settle all on- and off-campus Merchant activity and provide Merchants with a contact point. Any additional charges assessed by the University can be charged by Bank and distributed to University as part of this Agreement.

Merchants will be charged a discount fee on debit transactions for the Declining Balance Program. These transactions are accumulated over each monthly period and then assessed a 2.50% discount fee for Merchants. These fees are calculated and paid each month by the Merchant via a charge transaction to the Merchant’s designated account. Reports will be provided to the Merchant to reflect its account activity and delineate the charges.

**d. Endorsement.** University agrees to endorse the Bobcat Card System exclusively. University also agrees that it will not sponsor, advertise, aid, develop or solicit any financial services contemplated by this Agreement other than those offered by Bank under this Agreement, unless such activity is mutually agreed to by Bank and University. Additionally, University agrees to cooperate and assist Bank in promoting and advertising the Bobcat Card System and the related financial services. University acknowledges and agrees that Bank may enter into similar agreements providing the services contemplated under this Agreement with other educational institutions and/or other third parties.

**e. University Activities**

**1. Deposit Accounts at Bank.** A new or existing University Fund Account and University Settlement Account will be used at Bank to settle daily Declining Balance transactions. Bank will provide options for pledge of securities on the accounts as required by the University. University may incur charges related to the options chosen for these accounts.

**2. Diebold System; Merchant Terminals.** University shall continue to license, operate and support the Diebold system, including Merchant terminals and hardware and software upgrades related to operation of this system. Bank shall have no responsibility to support University-owned Merchant Terminals or on-campus Merchant Terminals. Such support shall be the responsibility of University. University shall be responsible for the support and resolution of all problems arising from the failure of the Diebold System, including problems concerning in any way the connection of the Merchant Terminals to the Diebold System, including without limitation any associated controller or network problems. University shall upon request provide to Bank reasonable and necessary access to the Diebold System, including without limitation any related data and/or support personnel except as provided in Section 5.e.

**3. University Student Contact.** University shall accept deposits to the University Fund Account. Should University deposit the funds into a non-Wells Fargo account, University shall transfer the funds daily to Bobcat Card Fund Account at Bank either by wire or ACH.

**4. Systems Access and Security.** University will provide to Bank the appropriate secure remote access to Bobcat Card System to prepare reporting as well as provide settlement and resolution services to the students at no cost. University will provide to Bank (i) the CSGold remote interface software, (ii) a remote internet connectivity method and related software, (iii) user IDs and passwords for Bank accounting staff and (iv) technical assistance as needed to achieve CSGold online access. CSGold online access will include CSGold Reporting and Patron inquiry and update features. In the event that Bank cannot obtain data, University will supply Bank the information needed to complete the processing or request for research.

**5. System Conversion.** In the event of a system conversion or transition, University shall notify Bank in writing one hundred twenty (120) days in advance of a change in systems to prepare the Merchants and student card accounting for any changes that may occur to ensure minimal disruption to the process.

**f. Bank Accounting and Control Functions.**

**1. Reconciliation Reporting.** On a daily basis, designated Bank accounting personnel will reconcile the previous day's transactions with the balance in the University Fund Account. All outstanding items will be delineated, researched and resolved as quickly as possible. A detail of this reconciliation will be supplied to University's designated representative.

**2. Transaction Controls and Fraud.** As delineated in the Merchant Agreement, each Merchant is responsible for verifying that the Bobcat Card cardholder is in fact the owner of the account. Under the terms of the Merchant Agreement, the Merchant accepts responsibility for disputed transactions by the cardholder if another party has used the Bobcat Card. Under no circumstances, should a Bobcat Card be processed without the owner's physical presence and identity verification.

**3. Merchant Settlements.** Merchant transaction settlements will occur on a daily basis for the transactions from the previous day generated from Bobcat Card activity. These will be settled via ACH/automated processing and will be balanced prior to being distributed to the Merchants. The Merchants will also have an opportunity to verify daily transactions and receipts from their readers and will notify a local Bank designated person of any discrepancies or problems. These will be reviewed and resolved immediately.

**4. Transaction Reporting.** Bank shall provide a monthly fee-sharing report to University for the Bobcat Card Declining Balance Program and Merchant discounts that have been collected. The fee-sharing report for each calendar month shall be provided to University the following calendar month. A sales/transaction-based report will also be completed and sent on a monthly basis for University's review.

**5. Payments to the University.** Bank will distribute to University 35% of all discount fees assessed on off-campus transactions processed through the Bobcat Card Declining Balance Program. This revenue will be distributed on a monthly basis to the University Settlement Account.

**g. Reports and Audits.** University will provide Bank daily Merchant transaction reports from the Bobcat Card System (which is currently Diebold) to enable Bank to prepare (1) daily settlement activity with each Merchant by location, and (2) activity that will assist Bank in the identification of problems or settlement issues among students and Merchants. Bank will be granted a secure pass code for tracking transaction settlement entries to the individual student accounts, upon Bank's request.

Bank will provide to University monthly recap and activity reports. These reports will be used to access the level of participation in the University Card program. Monthly reports will also be distributed in conjunction with the transaction and discount fee activity associated with the University Card program.

Upon request, but no more frequently than once every twelve (12) months, University shall be entitled to obtain free of charge from Bank a copy of Bank's records related to the services provided for annual audit purposes. An officer of Bank shall certify the accuracy of such records and forward them to University. Bank will retain a complete set of records for a minimum of seven (7) years for research and verification activities. To the extent permitted by law, Bank also will cooperate with University in connection with University's audit functions. University will reimburse Bank for its reasonable expenses incurred in connection with any such cooperation that requires additional time and research. Bank shall not, however, have any responsibility for providing audit services or for auditing University's activities.

## 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  
May 2017**

**FACULTY PERSONNEL CHANGES**

**RESIGNATION**

1. Cortez-Rucker, Vance; Assoc. Prof, Ed Leadership, effective May 31, 2017.
2. Mixon, Jason; Assoc Prof, Ed Leadership, effective May 31, 2017.
3. Ordway, Ann; Dist Clinic Prof, C & SP, effective May 31, 2017.
4. Woehle, Ralph; Assoc Prof, Soc/SW/CJ, effective December 31, 2016.
5. Wujcik, Evan; Assist Prof, Chem Engr, effective December 31, 2016.

**RETIREMENT**

1. Priest, Dale; Professor, English/M Lang, effective May 31, 2017 with Option I.
2. Srinivasan, Malur; Professor, Mech Engr, effective December 31, 2016.

**SEPARATION**

1. Chandler, Creighton; Visit Assist Prof, History, effective May 31, 2017.
2. Thompson, Bob; Professor, Ed Leadership, effective May 31, 2017.

**TERMINAL CONTRACT**

None to report

**LEAVE OF ABSENCE**

1. Boone, Rebecca; Professor, History, returned from Fac Dev Leave, effective January 16, 2017.
2. Cavaliere, Frank; Professor, Acct & Bus Law, begin FMLA, effective January 16, 2017.
3. Dyrhaug, Kurt; Professor, Art, begin Fac Dev Leave, effective January 16, 2017.
4. Ghosh, Kaushik; Assoc Prof, Info Sys & Anal, returned from FMLA, effective January 16, 2017.
5. Holland, Deidre; Assist Prof, Health & Kine, begin FMLA, effective January 16, 2017.
6. Mengerink, Mark; Assoc Prof, History, returned from Fac Dev Leave, effective January 16, 2017.
7. Shukla, Shyam; Professor, Chem/Biochem, returned from Fac Dev Leave, effective January 16, 2017

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

	<b>Name</b>	<b>Deg</b>	<b>Rank</b>	<b>Department</b>	<b>%FTE</b>	<b>Salary</b>	<b>Period</b>
<b>COLLEGE OF ARTS &amp; SCIENCES</b>							
R	Aguirre, Ryan	MS	Adjunct	Math	.20	\$3,910	SP 2017
R	Alexander, Katrina	MS	Adjunct	Biology	.67	\$10,000	SP 2017
R	Allison, Amanda	MS	Adjunct	Earth/Space Sci	.47	\$7,380	SP 2017
R	Avery, Angelique	MS	Adjunct	Soc/SW/CJ	.60	\$8,730	SP 2017
R	Baker, Blanche	PhD	Adjunct	Math	.40	\$10,000	SP 2017
R	Benoit, Angela	MSN	Adjunct	Nursing	.25	\$3,050	SP 2017
R	Broome, Mark	MS	Instructor	Soc/SW/CJ	1.0	\$23,500	SP 2017
N	Caldwell, Pamela	MS	Instructor	Nursing	1.0	\$28,000	SP 2017
N	Canlas, Ginomartin	PhD	Instructor	Chem/Biochem	1.0	\$22,500	SP 2017
R	Carona, Ken	MS	Adjunct	Psych	1.0	\$14,625	SP 2017
R	Comer, Brandy	MS	Adjunct	Math	.20	\$3,910	SP 2017
R	Courmier, Sharon	MA	Adjunct	History	.20	\$2,925	SP 2017
N	Craver, Misty	MS	Adjunct	Soc/SW/CJ	.20	\$2,910	SP 2017
R	Drake, Regina	MS	Adjunct	Soc/SW/CJ	.40	\$5,850	SP 2017
R	Durso, Cassandre	MA	Adjunct	History	.40	\$5,850	SP 2017



R	Ellis, Susan	MS	Adjunct	Earth/Space Sci	.20	\$3,500	SP 2017
N	Fisher, Michelle	MS	Instructor	Nursing	1.0	\$28,000	SP 2017
R	Friesz, Gregory	MS	Adjunct	Nursing	.48	\$7,700	SP 2017
R	Garza, Andrew	MS	Adjunct	Psych	.60	\$8,730	SP 2017
R	Gregory, Susan	MS	Adjunct	Math	.40	\$7,820	SP 2017
R	Hays, Jacqueline	MA	Adjunct	English/M Lang	.60	\$8,730	SP 2017
R	Karahouni, Ishmail	MS	Adjunct	Math	.40	\$7,820	SP 2017
N	Keel, Martha	MS	Instructor	Nursing	1.0	\$28,000	SP 2017
R	Knapp, Jennifer	MS	Adjunct	Earth/Space Sci	.40	\$7,000	SP 2017
R	Love, James	JD	Adjunct	Soc/SW/CJ	.20	\$5,000	SP 2017
R	Mahan, Janice	MS	Adjunct	Nursing	.38	\$5,600	SP 2017
R	Montgomery, Jason	PhD	Adjunct	Math	.93	\$18,247	SP 2017
R	Moore, Maresha	MS	Adjunct	Nursing	.97	\$16,800	SP 2017
R	Mott, Keith	MS	Adjunct	Computer Sci	.27	\$4,136	SP 2017
R	Reena, Ismatara	MS	Adjunct	Biology	.40	\$6,000	SP 2017
R	Robertson, Robert	MA	Adjunct	History	.40	\$5,850	SP 2017
R	Shipper, Robbie	MS	Adjunct	Math	.40	\$7,820	SP 2017
R	Smith, Sandra	MS	Adjunct	Nursing	.44	\$10,800	SP 2017
R	Stelly, Karen	MS	Adjunct	Earth/Space Sci	.27	\$3,880	SP 2017
R	Strange, Andrew	MS	Adjunct	Soc/SW/CJ	.40	\$5,850	SP 2017
R	Tadmor, Maria	PhD	Adjunct	Math	.20	\$3,910	SP 2017
R	Tucker, Carla	MS	Adjunct	Earth/Space Sci	.54	\$7,760	SP 2017
R	Wilbur, Christina	MA	Adjunct	History	.20	\$2,925	SP 2017
R	Wilksr, Donna	MS	Adjunct	Nursing	.49	\$12,480	SP 2017
R	Williams, Beverly	MA	Adjunct	History	.40	\$5,850	SP 2017
R	Winslow, Anne	MS	Adjunct	Nursing	.38	\$7,200	SP 2017

#### COLLEGE OF BUSINESS

R	Fontenot, Dale	MBA	Instructor	Info Sys & Anal	1.0	\$75,000	2017-2018
R	Howell, Paul	MBA	Lecturer	Mgmt & Mktg	1.0	\$25,000	SP 2017
N	Lewis, Victoria	MSA	Adjunct	Acct & Bus Law	.20	\$3,950	SP 2017
R	Ortego, Robert	JD	Adjunct	Acct & Bus Law	.20	\$3,950	SP 2017

#### CENTER FOR COLLEGE READINESS

None to report

#### CENTER FOR DISTANCE EDUCATION

R	Aguilar, Amanda	MS	Adjunct	Health & Kine	.60	\$8,730	SP 2017
R	Babineaux, Justin	MS	Adjunct	Psych	.40	\$5,850	SP 2017
R	Booth, Kara	MS	Adjunct	Econ & Finance	.40	\$7,900	SP 2017
R	Broussard, Willie	MS	Adjunct	Fam & Con Sci	.20	\$2,910	SP 2017
R	Clanahan, Michael	MS	Adjunct	Biology	13.33	\$2,000	SP 2017
R	Davis, Mary Ann	PhD	Adjunct	Soc/SW/CJ	.20	\$2,925	SP 2017
R	Dubois, Mary	MS	Adjunct	Communication	.20	\$2,910	SP 2017
R	Fontenot, Linzay	MS	Adjunct	Fam & Con Sci	.20	\$2,910	SP 2017
R	Gage, Margot	PhD	Adjunct	Soc/SW/CJ	.20	\$2,925	SP 2017
R	Gallaspy, Elizabeth	MS	Adjunct	Communication	.20	\$2,910	SP 2017
R	Gillespie, Brian	MS	Adjunct	Math	.80	\$15,640	SP 2017
R	Hamilton, Robert	MS	Adjunct	Health & Kine	6.7	\$970	SP 2017
R	Hays, Jacqueline	MS	Adjunct	English/M Lang	.20	\$2,925	SP 2017
R	Hefner-Babb, Theresa	MS	Adjunct	History	.20	\$2,925	SP 2017
R	Hodge, Celine	MS	Adjunct	History	.20	\$2,925	SP 2017
R	Jarrell, Johnny	MEd	Adjunct	Communication	.20	\$2,910	SP 2017
R	Jaycox, Linda	MS	Adjunct	Math	.40	\$7,820	SP 2017
R	Kang, Kye Hong	PhD	Adjunct	Math	.20	\$3,910	SP 2017
R	Katz, Jodi	PhD	Adjunct	Psych	.20	\$2,925	SP 2017
R	Morales, Maria	MS	Adjunct	Health & Kine	.20	\$2,910	SP 2017
R	Mott, Keith	MS	Adjunct	Computer Sci	26.67	\$4,136	SP 2017
R	Nikuze, Scholastique	PhD	Adjunct	Health & Kine	.40	\$5,820	SP 2017
R	Pirnie, Christopher	MS	Adjunct	History	.20	\$2,925	SP 2017
R	Rawls, James	MFA	Adjunct	Communication	.20	\$2,910	SP 2017
R	Reena, Ismatar	MS	Adjunct	Health & Kine	.40	\$5,820	SP 2017
R	Sanchez, Florinda	MS	Adjunct	Chem/Biochem	53.33	\$9,000	SP 2017
R	Simmons, Elizabeth	MS	Adjunct	Info Sys & Anal	.20	\$3,950	SP 2017
R	Stelly, Karen	MS	Adjunct	Earth/Space Sci	.76	\$11,100	SP 2017
R	Swandollar-Eger	MS	Adjunct	Info Sys & Anal	.20	\$3,950	SP 2017

R	Tang, Wanwei	MS	Adjunct	Econ & Finance	.40	\$7,900	SP 2017
R	Wagers, Stacey	MS	Adjunct	Communication	.40	\$5,820	SP 2017
R	White, Michelle	MS	Adjunct	Music	.60	\$8,730	SP 2017
R	Wilson, Twana	MS	Adjunct	Health & Kine	.20	\$2,910	SP 2017

#### COLLEGE OF EDUCATION & HUMAN DEVELOPMENT

R	Allen, Shannon	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Bain, Richard	MEd	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Blount, Margie	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Blount, Taheera	EdD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Brooks, Susanna	PhD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Brown, Johnny	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Brown, LaVera	MS	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Chambliss, Annette	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Chance, Ellen	MEd	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Chancey, Eric	PhD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Crayton, Tiffany	MEd	PT Field Sup	C & SP	.49	\$4,500	SP 2017
N	Cruse, Michelle	MA	Adjunct	Ac Partnership	.49	\$3,000	SP 2017
R	Duncan, Betty	EdD	Adjunct	Teacher Ed	.20	\$3,819	SP 2017
R	Eikenberg, Babette	EdD	Adjunct	Ed Leadership	.20	\$4,000	SP 2017
R	Estes, Terri	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Fikac, Natalie	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Floyd, Darrell	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Fondrick, Katie	MS	Adjunct	Fam & Con Sci	.20	\$2,910	SP 2017
R	Fountain, Tara	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Hestand, Mary	PhD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Jackson, Danielle	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Keith, Marc	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Kuba, Summer	EdS	PT Field Sup	C & SP	.49	\$4,500	SP 2017
N	Lackey, Steven	PhD	Adjunct	C & SP	.49	\$2,910	SP 2017
R	Lacourt, Louis	MS	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Mannino, Gina	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
N	Martin, Jessica	PhD	Assist Prof	C & SP	1.0	\$63,000	2017-18
R	McCauley, Janeal	MS	Adjunct	Fam & Con Sci	.40	\$5,820	SP 2017
R	Miller, Shanequea	EdD	PT Field Sup	C & SP	.49	\$9,000	SP 2017
R	Millmore, Patrick	MEd	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Mouton, Sonerka	EdD	Field Sup	Ed Leadership	.49	\$3,200	SP 2017
R	Moye-Lavergne, Gatsy	MEd	Adjunct	Teacher Ed	.40	\$7,638	SP 2017
R	Nixon, Lisa	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Owens, Mary	EdS	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Pekar, Marian	MEd	Adjunct	Teacher Ed	.40	\$7,638	SP 2017
R	Perez, Robin	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Powers, Yurandol	PhD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Preston, Rondall	PhD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017
R	Ricks, Jonathan	PhD	PT Field Sup	C & SP	.49	\$4,500	SP 2017
N	Sartor, Teri	PhD	Assist Prof	C & SP	1.0	\$63,000	2017-18
N	Sigee, Alicia	PhD	Adjunct	C & SP	.49	\$2,910	SP 2017
R	Sooudi, Haley	MS	Adjunct	Fam & Con Sci	.20	\$2,910	SP 2017
N	Swarers, Jenny	MEd	Adjunct	C & SP	.49	\$2,910	SP 2017
R	Tidwell, Deborah	MEd	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Vela, Carol	MS	PT Field Sup	C & SP	.49	\$4,500	SP 2017
R	Wright, Howell	EdD	Adjunct	Ed Leadership	.49	\$3,200	SP 2017

#### COLLEGE OF ENGINEERING

N	Patki, Avinash	DE	Visit Assist Prof	Mech Engr	1.0	\$35,000	SP 2017
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#### COLLEGE OF FINE ARTS & COMMUNICATION

R	Balentine, Byron	MS	Adjunct	Communication	.40	\$5,820	SP 2017
R	Benson, Jack	MA	Adjunct	Music	.93	\$12,600	SP 2017
R	Bhatia, Jonathan	MA	Adjunct	Music	67.3	\$11,804	SP 2017
R	Blankenship, Brixey	BA	Adjunct	Theatre/Dance	.27	\$6,000	SP 2017
R	Blanton, Linnis	BA	Adjunct	Art	.28	\$2,910	SP 2017
R	Briggs, Camille	MA	Adjunct	Communication	.20	\$2,910	SP 2017
R	Busceme, Gregory	MFA	Adjunct	Art	.40	\$5,820	SP 2017
R	Byers, Beth	MA	Adjunct	Spch/Hearing	.50	\$8,000	SP 2017
R	Cobb, Joshua	MA	Adjunct	Communication	.20	\$2,910	SP 2017

R	Dubois, Mary	MS	Adjunct	Ac Partnership	.20	\$3,000	Fall 2016
R	Ellis, Louis	MEd	Adjunct	Music	13.5	\$2,196	SP 2017
N	Favors, Andre'	MS	Adjunct	Communication	.20	\$2,910	SP 2017
R	Feldhausen, Scott	DMA	Adjunct	Music	.33	\$3,871	SP 2017
R	Gomez, Victor	MA	Adjunct	Music	.31	\$5,869	SP 2017
R	Gonzales, Juan	MEd	Adjunct	Music	.27	\$4,932	SP 2017
R	Haines, Yvonne	MA	Adjunct	Music	13.5	\$2,397	SP 2017
R	Hale, Nancy	MEd	Adjunct	Music	.40	\$5,820	SP 2017
R	Hawa, Jeremy	MA	Adjunct	Communication	.60	\$8,730	SP 2017
N	Hutchins, Amber	PhD	Adjunct	Ac Partnership	.20	\$3,000	SP 2017
R	Kerr, Gregory	BA	Adjunct	Communication	.20	\$2,910	SP 2017
R	King, Katherine	MS	Adjunct	Spch/Hearing	.25	\$4,000	SP 2017
N	MacGlaughin, Heidi	MS	Instructor	Deaf Stud/Ed	1.0	\$23,500	SP 2017
N	Meek, David	MA	Instructor	Deaf Stud/Ed	1.0	\$20,000	SP 2017
R	Mizener, Gary	MS	Adjunct	Music	75.18	\$9,690	SP 2017
R	Nichols, Karen	MA	Assoc Prof	Communication	.20	\$2,910	SP 2017
R	Odom, Kathleen	MA	Adjunct	Music	33.3	\$4,850	SP 2017
R	Placette, Adonia	PhD	Adjunct	Communication	.40	\$5,820	SP 2017
R	Rawls, Clinton	MFA	Adjunct	Communication	.40	\$5,820	SP 2017
R	Wagers, Stacey	MS	Adjunct	Ac Partnership	.20	\$3,000	Fall 2016
R	Winfield, Asha	MA	Adjunct	Communication	.60	\$8,730	SP 2017

## LIBRARY

None to report

## CHANGE OF STATUS

Last, First	Department	Change of Status	Period
Gummult, Virginia	Soc/SW/CJ	From Assist Prof to Dir of Social Work Program/Assist Prof	SP 2017
Harris, Sandra	Ed Leadership	From Professor/Dissertation Coordinator to Professor	SP 2017
Hebert, Sonja	C & SP	From Field Sup to Clinic Instr	SP 2017
Lumpkin, Richard	Chem/Biochem	From Interim Chair Physics/Assoc Prof to Assoc Prof	SP 2017
Moss, Gisele	Acct & Bus Law	From Chair/Prof to Professor	SP 2017
Mulvaney, Antoinette	Acct & Bus Law	From Professor to Chair/Prof	SP 2017
Stinson, Cynthia	Nursing	From Interim Chair/Assoc Prof to Chair/Assoc Prof	SP 2017
Welch, Brett	Ed Leadership	From Assist Prof to Assoc Prof	SP 2017
Yuan, Robert	Civil/Envir Engr	From Chair/Prof to Professor	SP 2017

## SALARY STIPEND

Last, First	Department	Amount of stipend	Period
Abernathy, Lucy	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Abernathy, Lucy	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Adams, Nancy	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Adams, Nancy	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Alasti, Sanaz	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Allen, Charles	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Allen, Shelly	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	Fall 2016
Arterbury, Elvis	Ac Partnership	Received \$500 for course instruction	SP 2017
Azodi, Donna	Ac Partnership	Received \$500 for course instruction	Fall 2016
Azodi, Donna	Ac Partnership	Received \$1,500 for course instruction	SP 2017

Baker, Blanche	Math	Received \$1,600 for course scheduling and degree plan maintenance	SP 2017
Baldo, Melissa	Ac Partnership	Received \$500 for course instruction	Fall 2016
Bartlett, Karen	Ac Partnership	Received \$3,000 for course instruction	Fall 2016
Borel, Daryl Ann	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Carlisle, Robert	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Carlisle, Robert	Ac Partnership	Received \$500 for course instruction	SP 2017
Chang, Chiung-Fang	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Chisholm, LeAnn	Nursing	Received \$1,500 for Simulation Coordinator duties	SP 2017
Creel, Jimmy	Ac Partnership	Received \$500 for course instruction	SP 2017
Cummings, Cynthia	Ac Partnership	Received \$500 for course instruction	Fall 2016
Cummings, Cynthia	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Curl, Eileen	Ac Partnership	Received \$500 for course instruction	Fall 2016
Davis, Randy	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Davis, Terri	Distance Ed	Received \$500 for course instruction	WM 2016
Davis, Terri	Political Science	Received \$6,000 to author digital text through Lamar Literary Press	SP 2017
Dawkins, Paul	Math	Received \$1,600 for Director of Learning Lab duties / Tutors / Graders Supervisor duties	SP 2017
Easterly, Bianca	Distance Ed	Received \$1,000 for course instruction	Fall 2016
Ervin, Mel	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Flamez, Brande	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Fong, Donna	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Greenidge, Wendy	Ac Partnership	Received \$500 for course instruction	Fall 2016
Greenidge, Wendy	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Green-Morris, Gloria	Ac Partnership	Received \$250 for course instruction	Fall 2016
Greschner, Debra	Music	Received \$2,500 for Student Advisor for the Arts duties	SP 2017
Hall, Iva	Ac Partnership	Received \$500 for course instruction	Fall 2016
Hammonds, Carol	Ac Partnership	Received \$500 for course instruction	Fall 2016
Hamza, Mohammad	Ac Partnership	Received \$500 for course instruction	Fall 2016
Harding, Rose	Nursing	Received \$1,500 for Preceptor Coordinator duties	SP 2017
Harn, Monica	Spch/Hearing	Received \$10,000 for Diane Shaver Professorship in Speech and Hearing Sciences: Distinguished Fac Fellowship	2016-2017
Harris, Patricia	Ac Partnership	Received \$4,000 for course instruction	Fall 2016
Harrison, Glen	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Harrison, Glen	Ac Partnership	Received \$3,500 for course instruction	Fall 2016

Harvey, Thomas	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Jagneaux, Lara	College Arts & Sciences	Receive \$5,000 for Dual Credit Program duties	SP 2017
Karani, Komal	Ac Partnership	Received \$500 for course instruction	SP 2017
Karani, Komal	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Knight, Stacey	Ac Partnership	Received \$500 for course instruction	Fall 2016
Lanier, Boyd	Distance Ed	Received \$500 for course instruction	WM 2016
Lanier, Boyd	Distance Ed	Received \$1,000 for course instruction	Fall 2016
Lin, Cheng-Hsien	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Long, Elizabeth	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Lopez, Belinda	Ac Partnership	Received \$4,000 for course instruction	Fall 2016
Mann, Jim	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Martin, Gary	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Mayper, Theresa	Ac Partnership	Received \$500 for course instruction	Fall 2016
McAfee, Nancy	Ac Partnership	Received \$750 for course instruction	Fall 2016
McCollough, John	Ac Partnership	Received \$500 for course instruction	SP 2017
McGough, Kimberly	Ac Partnership	Received \$1,000 for course instruction	Fall 2016
McGough, Kimberly	Ac Partnership	Received \$500 for course instruction	SP 2017
Moore, Ruth	Ac Partnership	Received \$500 for course instruction	SP 2017
Moore, Ruth	Ac Partnership	Received \$2,000 for course instruction	Fall 2016
Moss, Patti	Nursing	Received \$2,250 for assisting Department Chair with Accreditation Report revisions	SP 2017
Mulvaney, Antoinette	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Mylroie, Robika	Ac Partnership	Received \$2,000 for course instruction	Fall 2016
Mylroie, Robika	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Nelson, Cheryl	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Nguyen, Anna	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Nicks, Robert	Ac Partnership	Received \$500 for course instruction	Fall 2016
Nicks, Robert	Ac Partnership	Received \$500 for course instruction	SP 2017
Nicoletto, Paul	Ac Partnership	Received \$250 for course instruction	Fall 2016
Ordway, Ann	Ac Partnership	Received \$500 for course instruction	Fall 2016
Ordway, Ann	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Pearce, Gloria	Ac Partnership	Received \$3,000 for course instruction	Fall 2016
Posey, Amanda	Ac Partnership	Received \$250 for course instruction	Fall 2016
Poston, Ken	Ac Partnership	Received \$1,500 for course instruction	Fall 2016

Puente, Christina	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Puente, Christina	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Reena, Ismatara	Biology	Received \$3,000 for general Lab prep and tears downs	SP 2017
Robinson, Linda	Ac Partnership	Received \$250 for course instruction	Fall 2016
Roden, Timothy	Computer Science	Received \$3,000 for creating College of Arts & Sciences newsletter and maintaining presence on social media	SP 2017
Roebuck, Karen	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Saar, Michael	Library	Received \$4,000 for Library Instruction Program additional responsibilities	SP 2017
Scheer, Mary	History	Received \$5,000 for Dir Center for History & Culture duties	Fall 2016
Shoefstall, Sherri	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Snook, Joy-Del	Ac Partnership	Received \$500 for course instruction	Fall 2016
Sowers, Thomas	Distance Ed	Received \$1,000 for course instruction	Fall 2016
Stewart, Arthur	English/M Lang	Received \$4,478 for Dir Ctr for Philosophical Studies duties	SP 2017
Thibodeaux, Tilisa	Ac Partnership	Received \$1,500 for course instruction	SP 2017
Tindall, Natalie	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Tovar-Silos, Ricardo	Ac Partnership	Received \$500 for course instruction	SP 2017
Troxclair, Debra	Ac Partnership	Received \$4,000 for course instruction	SP 2017
Walker, Mary	Ac Partnership	Received \$750 for course instruction	Fall 2016
Wallace, David	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Wallace, David	Ac Partnership	Received \$3,500 for course instruction	Fall 2016
Wheeler, Melissa	Ac Partnership	Received \$2,000 for course instruction	SP 2017
Wheeler, Melissa	Ac Partnership	Received \$1,000 for course instruction	Fall 2016
White, Porchaneé	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Wilkinson, MaryE	Math	Received \$3,000 for part-time Int Chair duties for Physics	SP 2017
Wines, Lisa	Ac Partnership	Received \$3,500 for course instruction	SP 2017
Worley, Robert	Ac Partnership	Received \$1,500 for course instruction	Fall 2016
Yao, Qingjiang	Ac Partnership	Received \$500 for course instruction	Fall 2016
Zhao, Yu	Ac Partnership	Received \$500 for course instruction	Fall 2016

## TENURE EFFECTIVE FALL 2017

1. Ilban, Serdar; Music
2. Jensen-Vallin, Jacqueline; Math
3. Singh, Mamta; Teacher Ed
4. Vallin, Robert; Math
5. Worley, Robert; Soc/SW/CJ
6. Worley, Vidisha; Soc/SW/CJ
7. Yao, Qingjiang; Communication

## PROMOTION EFFECTIVE FALL 2017

### Promotion to Professor

1. Andrei, Stefan; Computer Sci
2. Bronson, Eric; Soc/SW/CJ
3. Dahm, Molly; Family and Con Sci
4. Das, Kumer; Math
5. Neuhauser, Karyn; Econ & Finance
6. Sayil, Selahattin; Elect Eng

### Promotion to Assoc Prof

1. Ilban, Serdar; Music
2. Singh, Mamta; Teacher Ed
3. Yao, Qingjiang; Communication

### Promotion to Assist Prof

1. Chisholm, LeAnn; Nursing

## CHAIR ADMINISTRATIVE STIPENDS (50% FTE), SUMMER 2017

Last, First Name	Rank	Department	Stipend Amt
<b>COLLEGE OF ARTS &amp; SCIENCES</b>			
Andrei, Stefan	Assoc Prof	Computer Sci	\$15,537
Lei, Xiangyang	Assoc Prof	Chem/Biochem	\$10,340
Davis, Terri	Assoc Prof	Political Sci	\$13,957
Jordan, Jim	Professor	Earth/Space Sci	\$16,366
Kirk, Edythe	Assoc Prof	Psych	\$12,947
Nicoletto, Paul	Professor	Biology	\$15,536
Sanderson, James	Professor	English/M Lang	\$14,561
Scheer, Mary	Professor	History	\$13,457
Stinson, Cynthia	Assoc Prof	Nursing	\$20,234
Wilkinson, MaryE	Assoc Prof	Math	\$14,318
Wright Stuart	Professor	Soc/SW/CJ	\$16,478
<b>COLLEGE OF BUSINESS</b>			
Allen, C. Larry	Chair/Prof	Econ & Finance	\$19,710
Bandyopadhyay, Kakoli	Chair/Prof	Info Sys & Anal	\$22,670
Mulvaney, Antoinette	Chair/Prof	Acct & Bus Law	\$20,189
Sen, Kabir	Chair/Prof	Mgmt & Mktg	\$20,405
<b>COLLEGE OF EDUCATION &amp; HUMAN DEVELOPMENT</b>			
Henderson, Tammy	Professor	Family & Con Sci	\$16,250
Henry, Lula	Assoc Prof	Teacher Ed	\$15,226
Weinbaum	Assoc Prof	C&SP	\$12,272
<b>COLLEGE OF ENGINEERING</b>			
Chu, Hsing-wei	Professor	Mech Engr	\$24,124
Craig, Brian	Professor	Indus Engr	\$23,399
Haselbach, Liv	Professor	Civil Engr	\$23,334
Ho, Tho Ching	Professor	Chem Engr	\$26,091
Myler, Harley	Professor	Elect Engr	\$22,783
<b>COLLEGE OF FINE ARTS &amp; COMMUNICATION</b>			
Clark, Mary Diane	Professor	Deaf Studies/Deaf Ed	\$17,682
Harn, Monica	Professor	Spch/Hearing	\$14,561
Meeks, Donna	Professor	Art	\$14,373
Shook, Brian	Assoc Prof	Music	\$11,281
Tindall, Natalie	Professor	Communication	\$15,084
Wright, Golden	Assoc Prof	Theatre/Dance	\$10,312

## NOMINATIONS FOR RE-EMPLOYMENT OF FACULTY, 2017-2018

Name	Rank	Degree	Tenure	Yrs.
<b>COLLEGE OF ARTS &amp; SCIENCES</b>				
<b>Department of BAAS</b>				
Ervin, Mel	Instructor	MEd	No	8
Jagneaux, Lara	Instructor	MA	No	6
Mayper, Theresa	Instructor	MA	No	9
<b>Department of Biology</b>				
Armacost, James	Assoc Prof	PhD	Yes	9
Christensen, Ana B.	Assoc Prof	PhD	Yes	18
Corbett, Robert	Instructor	PhD	No	2
Haiduk, Michael W.	Professor	PhD	Yes	34
Hoch, Matthew	Assoc Prof	PhD	Yes	9
Kuchnoor, Ashwini	Assoc Prof	PhD	No	8
Lian, Ian Yu-Zen	Assist Prof	PhD	No	4
Nicoletto, Paul F.	Chair/Professor	PhD	Yes	22
Posey, Amanda	Instructor	MS	No	5
Pyne, Matthew	Assist Prof	PhD	No	3
Terry, Randall G.	Assist Prof	PhD	Yes	17
Yoder, Howard	Assoc Prof	PhD	Yes	17
<b>Department of Chemistry and Biochemistry</b>				
Barbosa, Roland	Assist Prof	PhD	No	2
Bernazzani, Paul	Chair/Assoc Prof	PhD	Yes	14
Chandrasekaran, P.	Assist Prof	PhD	No	5
Guanaydin-Sen, Ozge	Assist Prof	PhD	No	4
Lei, Xiangyang	Assist Prof	PhD	Yes	9
Lumpkin, Richard	Assoc Prof	PhD	Yes	18
Martin, Christopher	Assoc Prof	PhD	Yes	13
Nguyen, Thi Thuy Minh	Instructor	PhD	No	8
Shukla, Shyam	Professor	PhD	Yes	31
Soukhodolets, Maxim	Assoc Prof	PhD	Yes	13
Wei, Suying	Assist Prof	PhD	Yes	8
<b>Department of Computer Science</b>				
Andrei, Stefan	Chair/Assoc Prof	PhD	Yes	10
Beard, Michael	Instructor	MS	No	11
Doerschuk, Peggy	Professor	PhD	Yes	24
Koh, Hikyoo	Professor	PhD	Yes	35
Liu, Jiangjiang "Jane"	Professor	PhD	Yes	13
Makki, Kami	Professor	PhD	Yes	9
Osborne, Lawrence	Professor	PhD	Yes	27
Roden, Timothy	Assoc Prof	PhD	Yes	5
Sun, Bo	Professor	PhD	Yes	13
Sun Frank	Instructor	MS	No	9
Wang, Sujing	Assist Prof	PhD	No	11
Zhang, Jing	Assist Prof	PhD	No	3
<b>Department of Earth and Space Science</b>				
Jordan, Jim	Chair/Prof	PhD	Yes	34
Kruger, Joseph	Assoc Prof	PhD	Yes	13
Leva-Lopez, Julio	Assist Prof	PhD	No	2
Parish, Cynthia	Instructor	EdD	No	3
Schmidt, Bennetta	Instructor	PhD	No	11
Schwartz, Sarah	Visit Assist Prof	PhD	No	3
Westgate, James W.	Professor	PhD	Yes	28
<b>Department of English and Modern Languages</b>				
Bartlett, Karen	Instructor	MA	No	11
Blackwell-Starnes, Adrienne	Assist Prof	PhD	No	4
Bradley, Jerry	Professor	PhD	Yes	10
Brockman, Jennifer	Instructor	MA	No	11
Carey, Donald	Instructor	MA	No	16
Castillon, Catalina	Assoc Prof	PhD	Yes	26
Chen, Julie	Instructor	MA	No	18
Daigrepoint, Lloyd	Professor	PhD	Yes	36



Doiron, Jesse	Instructor	MA	No	20
Duerler, Caitlin	Instructor	MA	No	2
Haidusek, Harrabeth	Instructor	MA	No	21
Hatfield, Elia	Assist Prof	PhD	No	2
Heintzelman, Patricia	Instructor	MA	No	16
Hillin, Sara	Assoc Prof	PhD	No	11
Hudler, Melissa	Assist Prof	PhD	No	18
Johnson, Cheryl	Instructor	MA	No	11
Johnson, Gretchen	Assist Prof	MA	No	11
Loges, Max	Professor	PhD	Yes	25
Matthis, Michael	Professor	PhD	Yes	26
Oteng, Yaw	Assoc Prof	PhD	No	11
Pearce, Gloria	Instructor	MA	No	13
Priest, Dale	Professor	PhD	Yes	30
Popp, Charles	Instructor	MA	No	9
Retamales, Jaime	Visit Assist Prof	PhD	No	2
Ravey, Jennifer	Instructor	MA	No	7
Richards-Foster, Garry	Instructor	MA	No	2
Rudholm, Anne-Christine	Instructor	MA	No	11
Saucedo, Richard	Instructor	MA	No	2
Sanderson, James	Chair/Prof	PhD	Yes	34
Smith, Amy	Assoc Prof	PhD	Yes	8
Staub, Nancy	Instructor	MA	No	19
Stewart, Arthur	Assoc Prof	PhD	Yes	28
Turk, Janet Kaye	Instructor	MA	No	21
Zarzosa, Norma	Instructor	MA	No	11

#### Department of History

Boone, Rebecca	Professor	PhD	Yes	15
Byran, Jimmy	Assoc Prof	PhD	Yes	10
Carroll, John	Professor	PhD	Yes	45
Forret, Jeffrey	Assoc Prof	PhD	Yes	12
Howard, Joshua	Assist Prof	PhD	No	1
Kelley-Scheer, Mary	Chair/Prof	PhD	Yes	14
Mengerink, Mark	Assoc Prof	PhD	Yes	10
Muzorewa, Gwinyai	Assist Prof	PhD	No	3
Poston, Ken	Instructor	MA	No	4
Sato, Yasuko	Assoc Prof	PhD	No	8
Seratt, James	Instructor	MA	No	22

#### Department of Mathematics

Andreev, Valentin	Professor	PhD	Yes	27
Brice, Gary	Instructor	MS	No	11
Chiou, Paul	Professor	PhD	Yes	29
Couch, Phillip	Assist Prof	PhD	No	5
Daniel, Bobby	Professor	PhD	Yes	19
Daniel, Jennifer	Assoc Prof	PhD	Yes	14
Das, Kumar	Assoc Prof	PhD	Yes	12
Dawkins, Paul	Assoc Prof	PhD	Yes	20
Gilcrease, Jack	Instructor	MS	No	7
Jensen-Vallin, Jackie	Assoc Prof	PhD	Yes	3
Kennedy, Judy	Professor	PhD	Yes	10
Laidacker, Michael	Assoc Prof	PhD	Yes	40
Liu, Wen	Assist Prof	PhD	No	1
Maesumi, Mohsen	Assoc Prof	PhD	Yes	26
Mahavier, William	Professor	PhD	Yes	16
Pannu, Jasdeep	Assist Prof	PhD	No	2
Svyeshnikova, Nataliya	Instructor	MA	No	1
Vallin, Robert	Assoc Prof	PhD	Yes	3
Vega-Guzman, Jose'	Assist Prof	PhD	No	1
Wilkinson, Mary E.	Chair/Assoc Prof	PhD	Yes	15

#### Department of Nursing

Camak, Deborah	Instructor	MSN	No	3
Chisholm, LeAnn	Instructor	MSN	No	13
Cochran, Glenda	Instructor	MSN	No	8
Curl, Eileen	Professor	PhD	Yes	15
Donnelly, Lisa	Instructor	MSN	No	3
Ford, Mary	Instructor	MS	No	5

Green-Morris, Gloria	Assist Prof	DNP	No	1
Hale, Regina	Instructor	PhD	No	13
Hall, Iva	Assoc Prof	PhD	Yes	30
Hammonds, Carol	Instructor	PhD	No	10
Harding, Rose	Instructor	MSN	No	20
Heinz, Caroline	Instructor	MSN	No	12
Hutto, Michelle	Instructor	MSN	No	2
Knight McCall, Stacey	Instructor	DNP	No	7
Long, Elizabeth	Assist Prof	DNP	No	3
McAfee, Nancye	Instructor	PhD	No	15
Moss, Patti	Assist Prof	MSN	Yes	30
O'Brien, Patricia	Instructor	MSN	No	1
Olliff, Linda	Assist Prof	MSN	Yes	19
Palmer, Troy	Instructor	MSN	No	2
Peterman, Keili	Instructor	MSN	No	3
Pipkins, Cynthia	Instructor	PhD	No	9
Rhodes, Theresa	Instructor	MSN	No	4
Robinson, L. Ruthie	Assist Prof	PhD	No	4
Rolf, Carmen	Instructor	MSN	No	1
Seaman, J. T.	Instructor	MSN	No	2
Seymour, Rebekah	Instructor	MSN	No	3
Smith, Judy Kaye	Assist Prof	MSN	Yes	17
Stinson, Cynthia	Chair/Assoc Prof	PhD	Yes	21
Talenda, Valerie	Instructor	MSN	No	8
Theford, Jenny	Instructor	MSN	No	7
Walker, Mary Elizabeth	Assist Prof	MS	Yes	22
White, Kelli	Instructor	MS	No	5
Williams, Sharon	Instructor	MSN	No	12

#### Department of Physics

Bahrim, Bogdana	Assoc Prof	PhD	Yes	17
Bahrim, Cristian	Assoc Prof	PhD	Yes	14
De la Madrid, Rafael	Assoc Prof	PhD	Yes	8
Drachenberg, James	Assist Prof	PhD	No	2
Irwin, George	Assoc Prof	PhD	Yes	20
Lou, Ming	Instructor	PhD	No	9
Price, Terry	Instructor	PhD	No	7
Sen, Cengiz	Instructor	PhD	No	3
Tchernookov, Martin	Visit Assist Prof	PhD	No	2

#### Department of Political Science

Davis, Terri	Chair/Assoc Prof	PhD	Yes	21
Easterly, Bianca	Assist Prof	PhD	No	4
Gubala, Sara	Instructor	MS	No	10
Lanier, Boyd	Assoc Prof	PhD	Yes	47
Nelson, James	Assist Prof	PhD	No	6
Sandovici, Maria	Assoc Prof	PhD	Yes	13
Sowers, Thomas	Assoc Prof	PhD	Yes	15
Tahaney, Craig	Instructor	JJD/JD	No	2
Williams, Brian	Instructor	MS	No	1

#### Department of Psychology

Aronson, Elizabeth	Assoc Prof	PhD	No	4
Barclay, J. Eli	Instructor	MS	No	2
Doe, Raymond	Assist Prof	PhD	No	2
Johnson, June	Instructor	MS	No	25
Kirk, Edythe	Chair/Assoc Prof	PhD	Yes	16
Mann, Judith	Assoc Prof	PhD	Yes	20
Rinker, Martha	Assist Prof	PhD	Yes	18
Scheidemandel, Jeferson	Instructor	MS	No	3
Shelton, Jeremy	Assoc Prof	PhD	Yes	14

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

Alasti, Sanaz	Assoc Prof	SJD	Yes	6
Bronson, Eric	Assoc Prof	PhD	No	8
Chang, Chiung-Fang	Assoc Prof	PhD	Yes	9
Clanahan, Virginia	Instructor	MS	No	9
Fagen, Jennifer	Assoc Prof	PhD	No	10
Garcia, Jesus	Assist Prof	PhD	No	4

Gummult, Virginia	Instructor	PhD	No	5
Harden, Garrick	Assist Prof	PhD	No	7
Lin, Cheng-Hsien	Assoc Prof	PhD	Yes	9
Loiodice, Bonnie	Instructor	MSW	No	1
Mann, Jim	Assoc Prof	PhD	Yes	10
Roebuck, Karen	Instructor	MS	No	3
Shearer, Raymond	Assist Prof	MS	No	5
Sullivan, Michael	Assoc Prof	PhD	Yes	8
Wallace, Carolyn	Instructor	MS	No	11
Worley, Robert	Assoc Prof	PhD	No	4
Worley, Vidisha	Assoc Prof	PhD	No	4
Wright, Lori	Instructor	MSW	No	4
Wright, Stuart	Chair/Prof	PhD	Yes	31

## COLLEGE OF BUSINESS

### Department of Accounting and Business Law

Badua, Francisco (Frank)	Assoc Prof	PhD	Yes	7
Burns, Clare	Instructor	MBA	No	17
Baldo, Melissa	Instructor	JD	No	1
Cavaliere, Frank	Professor	JD	Yes	33
Colón, Ricardo	Assist Prof	JD	No	5
McCoy, Timothy (Tim)	Assoc Prof	PhD	Yes	10
Moss, Gisele	Professor	PhD	Yes	18
Mulvaney, Antoinette (Toni)	Chair/Prof	JD	Yes	27
Rose, David	Instructor	MBA	No	5
Seawright, Delvin	Assist Prof	PhD	No	2
Swerdlow, Marleen	Professor	JD	Yes	32
Swift, Orrin (Orry)	Assist Prof	PhD	No	1
Toerner, Michael (Mike)	Assist Prof	PhD	No	1

### Department of Economics and Finance

Allen, C. Larry	Chair/Prof	PhD	Yes	37
Chen, Chun-Da	Assoc Prof	PhD	No	2
Choi, Jai-Young	Professor	PhD	Yes	35
Hawkins, Charles	Professor	PhD	Yes	51
McCullough, John	Assoc Prof	PhD	Yes	4
Moss, Jimmy	Professor	DBA	Yes	31
Neuhauser, Karyn	Assoc Prof	PhD	Yes	8
Price, Donald	Professor	PhD	Yes	35
Slaydon, James	Assoc Prof	PhD	Yes	12
Watanabe, Hiroki	Assist Prof	PhD	No	3

### Department of Information Systems and Analysis

Bandyopadhyay, Kakoli	Chair/Prof	PhD	Yes	19
Barnes, Cynthia	Professor	EdD	Yes	35
El-Houbi, Ashraf	Assoc Prof	PhD	Yes	11
Flosi, Alicen	Instructor	PhD	No	18
Ghosh, Kaushik	Assoc Prof	PhD	Yes	5
Mandal, Purnendu	Professor	PhD	Yes	13
Tovar-Silos, Ricardo	Assist Prof	PhD	No	9
Zhang, Xiao	Assist Prof	PhD	No	1
Zhao, Yu	Assist Prof	PhD	No	2

### Department of Management and Marketing

Bandyopadhyay, Soumava	Professor	PhD	Yes	25
Dyson, Samuel (Jeff)	Instructor	MBA	No	9
Escamilla, Craig	Instructor	MBA	No	3
Fraccastoro, Katherine	Professor	PhD	Yes	19
Godkin, Roy Lynn	Professor	PhD	Yes	37
Karani, Komal	Assoc Prof	PhD	Yes	8
Mayer, Bradley	Professor	PhD	Yes	23
Natarajan, Vivek	Assoc Prof	PhD	Yes	11
Sen, Kabir	Chair/Prof	PhD	Yes	25
Weeks, Kelly	Assist Prof	PhD	No	3

### Department of Reese Construction Management

Hwang, Seokyon	Assoc Prof	PhD	Yes	8
McCrary, Steven	Assoc Prof	PhD	Yes	8
Safa, Mahdi	Assist Prof	PhD	No	2

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

Bussey, Lauren	Visit Assist Prof	PhD	No	2
Carlisle, Robert	Dist Clinic Prof	PhD	No	2
Davis, Randy	Assist Prof	PhD	No	5
Flamez, Brande	Dist Clinic Prof	PhD	No	2
Greenidge, Wendy	Assist Prof	PhD	No	2
Hamza, Mohammad	Prof	PhD	Yes	14
Harris, Patricia	Instructor	EdD	No	6
Lopez, Belinda	Assist Prof	PhD	No	5
McGough, Kimberly	Assist Prof	PhD	No	1
Moore, Ruth	Dist Clinic Prof	PhD	No	2
Mylroie, Robika	Dist Clinic Prof	PhD	No	2
Nelson, Cheryl	Clinic Instr	EdD	No	6
Nguyen, Anna	Clinic Instr	EdD	No	4
Snook, Joy-Del	Assist Prof	PhD	No	2
Weinbaum, Rebecca	Interim Chair/Assoc Prof	PhD	Yes	6
Wheeler, Melissa	Dist Clinic Prof	PhD	No	2
Whitaker, Rachael	Assist Prof	MEd	No	4
Wines, Lisa	Assist Prof	PhD	No	2

**Department of Educational Leadership**

Abernathy, Lucy	Assoc Prof	EdD	Yes	10
Adams, Nancy	Assoc Prof	EdD	Yes	9
Allen, Shelly	Clinic Instr	EdD	No	1
Arterbury, Elvis	Professor	PhD	Yes	27
Azodi, Donna	Assist Prof	EdD	No	3
Borel, DarylAnn	Clinic Instr	EdD	No	3
Brown, Sidney	Clinic Instr	PhD	No	2
Colunga, Tonya	Clinic Instr	MEd	No	2
Cortez-Rucker, Vance	Assoc Prof	PhD	Yes	8
Cummings, Cynthia	Dir Online Ops/Assist Prof	EdD	No	8
Delahoussaye, Katy	Clinic Instr	JD	No	2
Fong, Donna	Clinic Instr	EdD	No	2
Frick, John	Clinic Instr	EdD	No	2
Harapnuik, Dwayne	Visit Prof	PhD	No	2
Harris, Sandra	Professor	PhD	Yes	13
Harrison, Glen	Clinic Instr	EdD	No	1
Harvey, Thomas	Clinic Instr	EdD	No	1
Hinerman, Krystal	Clinic Assist Prof	PhD	No	1
Jones, Kathryn	Clinic Instr	EdD	No	3
Martin, Gary	Professor	EdD	Yes	7
Mason, Diane	Dir Grad Stud & Res/Assoc Prof	PhD	Yes	7
Msengi, Clementine	Visit Assist Prof	EdD	No	5
Nicks, Robert	Assoc Prof	EdD	No	3
O'Conner, Johnny	Assist Prof	PhD	No	2
Puente, Christina	Clinic Instr	EdD	No	2
Simpson, Teresa	Clinic Prof/Study Abroad Coord	EdD	No	2
Shelton, Kaye	Dir Doctoral Studies/Assoc Prof	PhD	Yes	6
Thibodeaux, Tilisa	Assist Prof	EdD	No	2
Wallace, David	Dir Masters Cert Prog/Assist Prof	PhD	No	2
Welch, Brett	Assoc Prof	PhD	No	1
White, Porchaneé	Clinic Instr	PhD	No	2
Young, James	Assoc Prof	PhD	Yes	8

**Department of Family and Consumer Sciences**

Chen, Jau-Jin	Professor	PhD	Yes	8
Dahm, Molly	Assoc Prof	PhD	Yes	21
Duit, Charles	Instructor	Cert	No	18
Killough Jill	Clinic Instr	PhD	No	18
Kimmons, Janice	Assoc Prof	PhD	Yes	7
Kwon, Eunjin	Assist Prof	PhD	No	1
Ruiz, Connie	Assoc Prof	PhD	Yes	41
Shows, Amy	Professor	PhD	Yes	33
Wallet, Kimberly	Assoc Prof	PhD	Yes	23

**Department of Health and Kinesiology**

Bae, Mihae	Assist Prof	PhD	No	7
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Boatwright, Douglas	Professor	PhD	Yes	31
Carter, Richard	Professor	PhD	Yes	7
Chilek, Jr., Daniel	Assist Prof	PhD	Yes	16
Gauthreaux, Kimberly	Clinic Instr	MS	No	2
Hernandez, Barbara	Professor	PhD	Yes	16
Holland, Deidra	Assist Prof	PhD	No	3
Jordan, Shannon	Assist Prof	PhD	No	2
Joshi, Phaphul	Assist Prof	PhD	No	2
Moore, Jr., Alan	Assoc Prof	PhD	No	2
Morales, Julio	Assoc Prof	PhD	Yes	14
Msengi, Israel	Assoc Prof	PhD	Yes	9
Mullican, Jeanne	Clinic Instr	MS	No	2

#### Department of Teacher Education

Bumstead, Stacey	Assist Prof	EdD	No	9
Butaud, Gayle	Instructor	EdD	No	13
Henry, Lula	Int Chair/Assoc Prof	EdD	Yes	30
Hussey, Paula	Clinic Instr	MEd	No	3
Karlin, Andrea	Professor	PhD	Yes	36
Leerkamp, Cavan	Clinic Instr	Ed.D.	No	2
Rios, Cristina	Assoc Prof	PhD	Yes	12
Singh, Mamta	Assist Prof	PhD	No	3
Sisk, Dorothy	Professor	PhD	Yes	28
Sprott, Katherine	Assist Prof	PhD	No	2
Swope, Margaret	Clinic Instr	MEd	No	5
Titus, Freddie	Assist Prof	EdD	No	5
Troxclair, Debra	Assoc Prof	PhD	Yes	8
Villate, Vanessa	Assoc Prof	PhD	Yes	8
Yoo, Julia	Assoc Prof	PhD	Yes	7

#### COLLEGE OF ENGINEERING

##### Department of Chemical Engineering

Benson, Tracy	Assoc Prof	PhD	Yes	8
Cai, Tianxing	Visit Assist Prof	PhD	No	2
Chen, Daniel	Professor	PhD	Yes	35
Cocke, David	Professor	PhD	Yes	28
Gossage, John	Assoc Prof	PhD	Yes	19
Ho, Tho Chin	Chair/Prof	PhD	Yes	35
Jeffryes, Clayton	Assist Prof	PhD	No	2
Knight, Daniel	Visit Assist Prof	PhD	No	2
Lin, Sy Chul	Assoc Prof	PhD	Yes	12
Lou, Helen	Professor	PhD	Yes	16
Richmond, Peyton	Assoc Prof	PhD	Yes	17
Tadmor, Rafael	Professor	PhD	Yes	14
Wei, Tao	Assist Prof	PhD	No	8
Xu, Qiang	Professor	PhD	Yes	12

##### Department of Civil Engineering

Brake, Nicholas	Assist Prof	PhD	No	4
Haselbach, Liv	Chair/Prof	PhD	Yes	1
Jao, Mien	Professor	PhD	Yes	19
Lin, Che-Jen Jerry	Professor	PhD	Yes	18
Qian, Qin	Assoc Prof	PhD	Yes	9
Su, Dan	Visit Assist Prof	PhD	No	2
Wu, Xing	Assist Prof	PhD	No	4
Yang, Hao	Visit Assist Prof	PhD	No	2
Yuan, Robert	Professor	PhD	Yes	12
Zhao, Renzun	Visit Assist Prof	PhD	No	2

##### Department of Electrical Engineering

Myler, Harley	Chair/Prof	PhD	Yes	16
Reddy, G.N.	Assoc Prof	PhD	Yes	26
Sayil, Selahattin	Assoc Prof	PhD	Yes	13
Tcheslavski, Gleb	Assoc Prof	PhD	Yes	9
Wang, Ruhai	Professor	PhD	Yes	14

##### Department of Industrial Engineering

Craig, Brian	Chair/Prof	PhD	Yes	16
Curry, James	Assoc Prof	PhD	Yes	9

Li, Yueqing	Assist Prof	PhD	No	3
Liu, Xinyu	Assoc Prof	PhD	Yes	10
Marquez, Alberto	Assoc Prof	PhD	Yes	10
Tokgoz, Berna	Assist Prof	PhD	No	3
Wari, Ezra	Instructor	MS	No	2
Xiang, Xisha	Assist Prof	PhD	No	2
Yentzen, Gary	Instructor	MS	No	4
Zaloom, Victor	Professor	PhD	Yes	36
Zhu, Weihang	Assoc Prof	PhD	Yes	11

#### Department of Mechanical Engineering

Aung, Kendrick Than	Professor	PhD	Yes	15
Beheshti, Ali	Assist Prof	PhD	No	2
Chu, Hsing-wei	Chair/Prof	PhD	Yes	37
Corder, Paul	Professor	PhD	Yes	29
Fan, Xuejun	Professor	PhD	Yes	9
Guduru, Ramesh	Assist Prof	PhD	No	3
Li, Xian Chang	Assoc Prof	PhD	Yes	10
Mazumder, A.K.M.	Visit Assist Prof	PhD	No	2
Zhou, Jiang	Assoc Prof	PhD	Yes	13

#### COLLEGE OF FINE ARTS & COMMUNICATION

##### Department of Art

Carter, Keith	Professor	BBA	Yes	29
Chadwick, Stephanie	Assist Prof	PhD	No	2
Dyrhaug, Kurt	Professor	MFA	Yes	18
Fedorchenko, Xenia	Assist Prof	MFA	Yes	11
Fischer, Julia	Instructor	MA	No	4
Hyatt, Joana	Assist Prof	PhD	No	2
Meeks, Donna	Chair/Prof	MFA	Yes	22
Poggio, Natacha	Assist Prof	MFA	No	2
Saunders, Sherry	Assist Prof	MS	Yes	5
Troutman, Christopher	Assist Prof	MFA	No	4
Thomas, Prince	Professor	MFA	Yes	19

##### Department of Communication

Dubois, Mary	Instructor	MA	No	4
Hemenway, Paul	Professor	PhD	Yes	11
Jones, Lakeysa	Instructor	MA	No	7
Michalski, Nicki	Assist Prof	MA	Yes	18
Rui, Jian Raymond	Assist Prof	PhD	No	2
Salimi, Mahmoud	Assist Prof	MFA	No	2
Stanley, O'Brien	Professor	MFA	Yes	20
Stanley, Ruth	Instructor	MS	No	9
Tindall, Natalie	Chair/Prof	PhD	Yes	1
Warren, Leslie	Instructor	MA	No	14
Yao, Qingjiang	Assist Prof	PhD	No	4

##### Department of Deaf Studies and Deaf Education

Chaisson, Cain	Instructor	MS	No	1
Clark, Mary Diane	Chair/Prof	PhD	Yes	2
Gentry, Mary Anne	Assoc Prof	EdD	Yes	17
Lee, ChongMin	Assist Prof	PhD	No	3
Maddux, Laura	Visit Assist Prof	PhD	No	1
Marchut, Amber	Instructor	MS	No	1
Mann, Lyman	Instructor	MS	No	1
Musyoka, Millicent	Assist Prof	MS	No	5
Smith, Zanthia	Assoc Prof	EdD	Yes	20

##### Department of Music

Cho, Sujung	Instructor	DMA	No	1
Clark, Jacob	Assist Prof	PhD	No	3
Condit, Rick	Assoc Prof	MM	No	3
Culbertson, Robert	Professor	DMA	Yes	43
Dueppen, Timothy	Assist Prof	PhD	No	3
Ellis, Kim	Professor	DMA	Yes	27
Gilman, Kurt	Assoc Prof	DMA	Yes	31
Greschner, Debra	Instructor	MA	No	8
Han, James	Assoc Prof	PhD	Yes	8

Holm, Matthew	Assist Prof	MM	No	2
Ilban, Serdar	Assist Prof	PhD	No	6
Mizener, Charlotte	Professor	PhD	Yes	13
Mott, Jammieca	Instructor	DMA	No	1
Murphy, Erin	Instructor	DMA	No	1
Peirce, Dwight	Instructor	MM	No	35
Proksch, Bryan	Assist Prof	PhD	No	4
Rissman, Maurice	Assoc Prof	DMA	Yes	19
Shannon, Eric	Instructor	MA	No	3
Shook, Brian	Int Chair/Assoc Prof	PhD	Yes	8

#### Department of Speech and Hearing Sciences

Azios, Michael	Instructor	MS	No	1
Harn, Monica	Chair/Prof	PhD	Yes	14
Hartwell, Jamie	Assist Prof	PhD	No	2
Howard, Connie	Assoc Prof	AuD	Yes	9
Manchaiah, Vinaya	Assoc Prof	PhD	No	2
Meline, Timothy	Professor	PhD	Yes	11
Radhakrishnan, Nandhakumar	Assoc Prof	PhD	Yes	5
Reading, Heather	Assist Prof	PhD	Yes	6
Whisenhunt-Saar, Karen	Clinic Instructor	MA	No	3

#### Department of Theatre and Dance

Acosta, Cherie	Assist Prof	MFA	No	3
Grothe, Joel	Assist Prof	MA	No	8
LeTraunik, Brian	Assist Prof	MFA	No	4
McManus, Davis	Assist Prof	MFA	No	3
Prokop, Travis	Assist Prof	MFA	No	2
Wright, C. Golden	Chair/Assoc Prof	MFA	Yes	12

#### CENTER FOR COLLEGE READINESS

Boatwright, Kandice	Instructor	MEd	No	15
Carter, Ivalynn	Instructor	MEd	No	9
Dailey, Steven	Instructor	MEd	No	16
Karahouni, Ismail	Instructor	MS	No	28
Kemble, Joe David	Assist Prof	EdD	No	28
Riley, Melissa	Instructor	MS	No	13

#### LIBRARY

Asteris, Mark	Assoc Prof	MLS	Yes	31
Clark, Penny	Assoc Prof	MA	Yes	7
Doering, Carmen	Assoc Prof	MLS	Yes	10
Nichols, Karen	Assoc Prof	MLS	Yes	33
Nolen, Trina	Assoc Prof	MLS	Yes	19
Saar, Michael	Assoc Prof	MA	Yes	7
Tritsch, Jon	Assoc Prof	MLS	Yes	39
Tusa, Sarah	Assoc Prof	MLIS	Yes	30

## ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

### ADDITIONS

1. Henderson, Taylor; Dir. Scholarships and Financial Literacy, at a 12-month rate of \$70,000, eff. February 1, 2017.

### ADDITION OF DUTIES

1. Banning, Todd; Academic Services, assuming additional duties as Interim Assistant Director of Admissions, received a 5-month stipend of \$3,000, effective January 1, 2017.
2. Finkle, Melinda; Assoc. Dir., Undergraduate Advising Center, assuming additional duties as Interim Director, received a 6.5-month stipend of \$4,225, effective February 15, 2017.
3. Mayer, Deidra; Director, Strategic Implementation, assuming additional duties as Interim Director of Admissions, received a 5-month stipend of \$3,000, effective January 1, 2017.

## CHANGE OF DUTIES

1. Hodge, Celine; Assist. Dir., First Year Experience, change of duties from Coordinator, Student Tutoring and Retention Services, at a 12-month rate of \$46,000, effective January 1, 2017.

## SEPARATION

1. None to report

## RESIGNATION

1. None to report

## RETIREMENT

1. None to report

## PROMOTION

1. McLemore, Daniel; Assoc. Dir., Marketing Communications, at a 12-month rate of \$49,000, eff. Sept. 1, 2017.

## LEAVE OF ABSENCE

1. Broussard, Carly; MBA Asst. Director, College of Business, FMLA leave with pay beginning February 9, 2017.

## RECLASSIFICATION

1. Holloway, Kayla; Assoc. Director Retention Services, Undergraduate Advising Center, effective January 3, 2017.

## SALARY CHANGE

1. None to report

## TERMINATION

1. None to report

## RE-EMPLOYMENT OF ADMINISTRATIVE AND NON-CLASSIFIED PERSONNEL, 2017-2018

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years at LU</u>
<u>President and Executive Staff</u>				
Bello-Ogunu, John	VP for Global Diversity, Inclusion, and Intercultural Affairs	Ph.D.	Yes	1
Evans, Kenneth R.	President	Ph.D.		3
Henderson, Jason	Athletic Director	M.B.A.	No	11
Marquart, James M.	Provost and VP for Academic Affairs	Ph.D.	Yes	2
McNeil, Vicki	VP for Student Engagement	Ph.D.	No	2
Ness, Edward Craig	VP for Finance and Operations	M.B.A.	No	1
Nichols, Brenda	Vice Provost for Digital Learning	D.N.S.	Yes	15
Parsons, Priscilla	Assoc. VP for Information Systems/CIO	M.B.A.	No	26
Smith, Kevin B.	Senior Associate Provost for Academic	Ph.D.	Yes	36



Zabala, Juan	Affairs VP for University Advancement	M.B.A.	No	12
<u>Office of the President</u>				
Bellard, Norman	Assist to President for Community Relations and Athletic Programs	B.B.A.	No	16
Downing, Kate	Special Assist. to the President & Director of Marketing Communications	B.A.	No	3
Melvin, Cruse	Assist to President for Strategic Planning	Ph.D.	Yes	31
<u>Academic Affairs – Assist Prov/VP/ Deans/Assoc Deans</u>				
Dodson, Kevin	Dean/Professor, Reaud Honors College	Ph.D.	Yes	26
Harn, William	Dean/Prof, Graduate Studies	Ph.D.	Yes	14
Holmes, William	Assoc. Dean/Prof/College ED&HD	Ph.D.	Yes	23
Holtzhausen, Derina	Dean/Prof/College of Fine Arts & Communication	Ph.D.	Yes	2
Kelleher, Peter	Assoc. Provost Research & Sponsored Programs	Ph.D.	No	4
Nichols, Paula	Assoc. Provost, Digital Learning	Ed.D.	Yes	29
Nordgren, Joe	Int Dean/Assoc. Dean/Prof, College of Arts & Sciences	Ph.D.	Yes	26
Palanki, Srinivas	Dean/Prof, College of Engineering	Ph.D.	Yes	2
Spina, Robert	Dean/Prof, College of ED&HD	Ph.D.	Yes	2
Venta, Enrique	Dean/Prof, College of Business	Ph.D.	Yes	15
Waldon-Wells, Sherry	Assist. Vice Provost for Digital Learning	Ed.D.	No	7
<u>Academic Affairs – Directors</u>				
Alford, Julie	Director, Academic Advising for General Studies & B.A.A.S.	M.Ed	No	25
Balentine, Byron	KVLU Station Manager	B.S.	No	34
Bartlett, Daniel	Int Exec Director, Student Achievement and Retention	Ph.D.	No	15
Baur, Christopher	Assoc. Director, Financial Aid	M.B.A.	No	10
Brent, Katrina	Executive Director, Scholarships & Financial Aid	M.B.A.	No	10
Buser, Steve	Director, SE TX P16 Council, Div of Continuing Education	B.A.	No	5
Carroll, David	Director of Library Services	M.L.S.	Yes	42
Coughlan, Andy	Director of Publications, Univ. Press	M.A.	No	20
Davis, Nancy Gail	Director, Contracts & Grants & Proposal Administration	B.B.A.	No	32
Dyson, Jeff	Director, M.B.A. Program	M.B.A.	No	7
Elwell, Joseph	KVLU Music Director	B.S.	No	29
Hefner-Babb, Theresa	Executive Director, Planning and Assessment	M.L.I.S.	Yes	17
Hunter, Robert	Director, Student Support	B.A.	No	28
Hymer, Margo	Assist. Director, Financial Aid	B.G.S.	No	11
Jarrell, Johnny	Director, Distance Education	M.Ed.	No	9
Latimer, Robin	Director, Student Services – AP	Ed.D.	No	2
Latiolais, Paul	Rogers Director of IES	M.B.A.	No	4
Lin, Che-Jen	Sr. Academic Director of Graduate Programs/Professor, Engineering	Ph.D.	Yes	4
Mann, Judith	Director, QEP	Ph.D.	Yes	20
Marsh, Greg	Director, Institutional Research and Reporting	Ed.D.	No	20
Mason, Diane	Assoc. Prof/Director of Grad Studies and	Ph.D.	Yes	7

	Research/ED Leadership			
Matthews, Tom	Director, Assessment	Ph.D.	No	11
Mayer, Deidra	Director, Strategic Implementation	M.Ed.	No	8
McCrary, Steven	Director, Reese Construction Mgt	Ph.D.	Yes	6
Mulcahy, David	Director, Small Business Dev Center	M.B.A.	No	7
Mutz, Kyle	Director, Disability Resource Center	M.A.	No	3
Price, Barbara	Assist. Registrar	J.D.	No	15
Rather, Summer	Director, Records and Registration	M.B.A.	No	1
Ravey, Jennifer	Director, Writing Center	M.A.	No	7
Richmond, Peyton	Academic Director of Undergraduate Programs/ Assoc Professor, Engineering	Ph.D.	Yes	11
Rowley, Jill	Director, Financial Aid	B.S.	No	35
Rutman, Dan	MIC Director Marketing Research Chemist	M.S.	No	9
Shelton, Virginia "Kaye"	Director, Doctoral Program/ED Leadership	Ph.D.	Yes	7
Short, David	Registrar	M.A.	No	15
Smith, Amy	Director, Faculty Development Center	Ph.D.	Yes	8
Stephenson, Andrea	Director, Student Support Services	M.S.	No	14
Stevenson, Scott	Assistant Director TALH	M.A.	No	16
Stewart, Arthur	Director, Center for Philosophical Studies/Assoc. Prof, Arts & Sciences	Ph.D.	Yes	28
Stuberfield, Ted	Director, TALH	Ed.D.	No	5
Swerdlow, Marleen	Director, General Business Programs	J.D.	Yes	30
Tabor, Erin	Assoc. Director, Disability Resource Center	M.S.	No	10
Thomas, Angela	Interim Director, Career & Testing	B.B.A.	No	2
Walker, Natasha	Director, Records – AP	M.B.A.	No	11

### Athletics

Bailey, Justin	Assist. Men's Basketball Coach	M.Ed.	No	0
Brown, Kevin	Assist. Football Coach		No	0
Bruder, Holly	Head Softball Coach	M.Ed.	No	5
Buchanan, Eric	Assist. Football Coach		No	0
Burges, Clint	Video Coordinator	B.A.	No	8
Burton, Brian	Assist. Men's Basketball Coach	B.A.	No	3
Clark, Camden	Assist. Football Coach		No	0
Clark, Warren Trey	Head Men's/Women's Track Coach	M.S.	No	22
Crizer, Daucy	Assist. Athletic Director for Business	M.Ed.	No	20
Darcy, Dan	Head Strength Coach	M.S.	No	0
Davis, Will	Head Baseball Coach	M.S.	No	2
Dixon, James	Assist AD Media Relations	B.S.	No	3
Dodd, Dan	Assist. Football Coach		No	0
Douglas, Troy	Assist. Football Coach		No	0
DuPre, Moses	Compliance Director	B.B.A.	No	2
Edwards, Alan	Head Women's Volleyball Coach	B.S.	No	3
Green, Kyle	Assist. Baseball Coach	B.S.	No	0
Harmony, Robin	Head Women's Basketball Coach	M.S.	No	3
Hatten, Scott	Assist. Baseball Coach	M.S.	No	15
Henderson, Jason	Athletic Director	M.B.A.	No	10
Holeman, Steve	Head Women's Soccer Coach	M.S.	No	2
Honkofsky, Allison	Assist. Softball Coach	M.C.	No	5
Houchin, Tony	Assist. Men's/Women's Track Coach	B.A.	No	2
Ivicic, Todd	Assist. Football Coach		No	0
Kuester, Michelle	Assist. Volleyball Coach	M.A.	No	1
Kummer, Bobby	Assist. Men's Basketball Coach	B.A.	No	3
Kummer, Nicole	Assist. Athletic Director, Marketing and Events	B.S.	No	2
McGallion, Craig	Director of Football Operations	B.S.	No	7
McKenzie, Stephen	Assist. Director, Marketing and Promotions	B.S.	No	4

Miles, Cameron	Director of Operations, Women's Basketball	B.A.	No	0
Mudd, Jessie	Head Men's Golf Coach	B.A.	No	2
Pace, Matt	Director of Operations, Men's Basketball	B.B.A.	No	3
Powell, Jamal	Assist. Football Coach	B.S.	No	0
Price, George	Head Men's Basketball Coach	B.S.	No	7
Schneider, Randy	Assist. Women's Basketball Coach	B.Ed.	No	3
Schultz, Michael	Head Football Coach		No	0
Shankles, Scott	Head Men's Tennis Coach	B.A.	No	6
Smith, Melvin	Assist. Football Coach		No	0
Stem, James	Director of Operations	B.S.	No	2
Steward, Jessica	Head Women's Golf Coach	M.S.	No	2
Thill, Helene	Assoc. Athletic Director/SWA	M.S.J.A.	No	15
Walker, Alesha	Assist. Men's/Women's Track Coach	B.S.	No	2
Wong, David	Head Women's Tennis Coach	B.A.	No	15
Yonker, Joshua	Head Athletic Trainer and Lecturer	M.S.	No	9
Zapata, Henry	Assoc. Women's Soccer Coach	B.S.	No	2

### Finance & Operations

Arroyas, Philippe	Assist. Director, Planning and Design	B.S.	No	2
Atkinson, Mary	Director, Facilities Activity Student Housing	M.S.	No	1
Baker, Twila	Assoc. VP for Finance and Controller	B.B.A.	No	22
Bell, Jeff	Director, Human Resources	M.B.A.	No	2
Blanchard, Catherine	Assoc. VP for Human Resources	M.B.A.	No	2
Brown, Cynthia	Director, Reporting and Compliance	B.B.A.	No	21
Carter, Stacy	Director, Purchasing	B.A.A.S.	No	3
Dowell, Greg	Director, Investment Services	M.B.A.	No	1
Flosi, Alicen	Director, Sustainability	Ph.D.	No	17
George, William	Director, EHS and Risk Management	M.S.	No	1
Larson, Jamie	Sr. Director, Finance and Accounting	B.B.A.	No	0
Martin, David	Director, Maintenance and Operations		No	0
Miller, Dennis	Director, Custodian Services	B.S.	No	1
Miller, Katherine	Assist. VP, Planning and Design	B.Arch	No	1
Pool, Cammie	Director, Cash Management		No	7
Robinson, Dindy	Director, Human Resources-Compensation and Employment	M.P.A.	No	1
Ruland, Michael	Assoc. VP for Facilities Management	B.A.A.S.	No	3
Sanchez, Patricio	Manager, Campus Support Services	B.A.	No	2
Scott, Ashley	Director, Contract Management	M.B.A.	No	1
Shang, Shaw	Director, Payroll	B.S.	No	31
Sheppard, Joanna	Sr. Director, Student Business Services	B.B.A.	No	18
Sims, Spencer	Director, Finance	B.B.A.	No	16
Titus, Dorothea	Director, Budget	B.S.	No	40
Thibodeaux, Diane J.	Assoc. VP for Procurement	B.B.A.	No	38

### Information Technology

Conley, Tom	Sr. Director, Project Management and Assessment	B.S.	No	8
Genuardi, John	Director, Media and Event Technical Services	B.S.	No	31
Lack, Dale	Sr. Director, Banner Systems	B.B.A.	No	7
Richter, Shellie	Sr. Director, IT Compliance	B.S.	No	31
Stewart, Patrick	Sr. Director, IT Infrastructure Services	B.B.A.	No	15
Varadaraj, Srinivas	Director, Security Services	M.S.	No	13

### Student Engagement

Broussard, Jodi	Assoc. Director, Programs, Recreational	M.S.	No	1
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Eddards, Julie	Sports Director, New Student and Leadership Programs	M.A.	No	2
Flores, Hector	Chief of Police	M.P.A.	No	3
Forman, Diane	Assist. Director, Student Health Center	R.N.	No	30
Garrett III, David	Assoc. Director, Operations, Recreational Sports	B.S.	No	9
Gray, Shawn	Director, Student Health Center	M.S.N.	No	14
McNeil, Vicki	VP for Student Engagement	Ed.D.	No	3
Mena, Terry	Assoc. VP for Student Engagement	Ph.D.	No	1
Rash, William Gary	Assist. Chief of Police	M.A.	No	5
Robbins, Jocelyn	Director, Career and Professional Development	M.B.A.	No	1
Simpson, Art	Director, Recreational Sports	M.S.	No	20
Smith, Kyle	Director, Housing and Residence Life	M.Ed.	No	2
Thomas, Angie	Assoc. Director, Career and Professional Development	B.B.A.	No	4

#### University Advancement

Copeland, Shannon	Director, Alumni Affairs	M.B.A.	No	13
McDermid, Susie	Development Research Analyst		No	12
McSpadden, Floyd	Director, Planned Giving	J.D.	No	8
Salter, Denise	Development Coordinator, Sr.	B.B.A.	No	17
Sattler, Brian	Director, Public Relations	M.A.	No	19
Tran, Thanh	Assist. Director, Advancement Services	M.I.S.	No	15
Trylowsky, Uliana	Development Officer	M.A.	No	2
Young, Kristie	Assoc. Director, Development	B.A.	No	4
Zabala, Juan	VP for University Advancement	M.B.A.	No	14

# Sam Houston State University

## FACULTY PERSONNEL CHANGES

### NON-REAPPOINTMENTS

1. Bhattachayya, Aditi, Assistant Professor, Economics, effective September 1, 2017.
2. O'Neill, Kathryn, Assistant Professor, Business Administration, effective September 1, 2017.

### CHANGES IN STATUS

1. Nabors, Diana, Professor, Language, Literacy and Special Populations; to Professor and Acting Chair, Language, Literacy and Special Populations, effective January 16, 2017.

### PROMOTION TO ASSOCIATE PROFESSOR WITH TENURE

1. Ates, Burcu, Associate Professor, Language, Literacy and Special Populations, effective September 1, 2017.
2. Botero, Maria, Associate Professor, Philosophy, effective September 1, 2017.
3. Demson, Michael, Associate Professor, English, effective September 1, 2017.
4. Harris, John, Associate Professor, Geology, effective September 1, 2017.
5. Kumar, Santosh, Associate Professor, Economics, effective September 1, 2017.
6. Perry, Karin, Associate Professor, Library Science, effective September 1, 2017.
7. Robinson, Shani, Associate Professor, Accounting, effective September 1, 2017.
8. Sugihara, Masahito, Associate Professor, Music, effective September 1, 2017.
9. Sullivan, Jeffrey, Associate Professor, Counselor Education, effective September 1, 2017.
10. Wolfskill, Lawrence, Associate Professor, Agricultural Sciences, effective September 1, 2017.

### PROMOTION TO FULL PROFESSOR

1. Bustamante, Rebecca, Professor, Educational Leadership, effective September 1, 2017.
2. Finley, Rebecca, Professor, Art, effective September 1, 2017.
3. Garcia, Rebecca, Professor, Mathematics, effective September 1, 2017.
4. Gonzalez, Fidel, Professor, Economics, effective September 1, 2017.
5. Henderson, Michael, Professor, Art, effective September 1, 2017.
6. Littlejohn, Jeffrey, Professor, History, effective September 1, 2017.
7. Pinell, Javier, Professor, Music, effective September 1, 2017.
8. Sullivan, Laura, Professor, Business Administration, effective September 1, 2017.
9. Tuttle, Markland, Professor, Economics, effective September 1, 2017.
10. Zelbst, Pamela, Professor, Management, effective September 1, 2017.
11. Zhang, Shuangyue, Professor, Communication Studies, effective September 1, 2017.

### PROMOTION TO FULL PROFESSOR WITH TENURE

1. Brown, Stephen, Professor, Population Health, effective September 1, 2017.

### TENURE

1. Emiralioglu, M. Pinar, Associate Professor, History, effective September 1, 2017.
2. McSwain, Dwayne, Associate Professor, Accounting, effective September 1, 2017.
3. Neill, Cheryl, Associate Professor, Nursing, effective September 1, 2017.

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

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF BUSINESS ADMINISTRATION						
R Baker, Jerrine	M.B.A.	Lect.-Pool	Mngt. & Marketing	0.50	7,002	S2017
N Bible, Dana	Ed.D.	Lecturer	Gen. Bus. & Fnce.	1.00	22,005	S2017
R Durham, William	J.D.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	4,273	S2017
R Grant, Marsie	M.A.T	Lect.-Pool	Eco. & Intl. Bus.	0.50	7,317	S2017
R Haberman, James	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,215	S2017
R Jones, Jr., Robert	Ph.D.	Lect.-Pool	Mngt. & Marketing	0.50	7,200	S2017
R McFarland, Joanie	M.B.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,308	S2017
R Sanders, Raymond	M.A.	Lect.-Pool	Gen. Bus. & Fnce.	0.25	3,308	S2017
COLLEGE OF CRIMINAL JUSTICE						
R Barber, David	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Betts, Catherine	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Bull, Mark	M.S.	Lect.-Pool	Criminal Justice	0.25	3,006	S2017
R Christensen, Laurie	M.S.	Lect.-Pool	Security Studies	0.50	6,012	S2017
R Denham, Mark	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Ferguson, Michael	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Houston, David	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Humphrey, Billy	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	S2017
R Hurst, Lane	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Kawucha, Soraya	Ph.D.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R King, Darla	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Krumpholz, Lindsey	M.S.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Kukua, Diana	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	S2017
R Lunsford, Kevin	B.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Mabry, James	M.A.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Mendez, Fabia	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Morrison, Stephen	Ph.D.	Lect.-Pool	Criminal Justice	1.00	12,024	S2017
R Owens, Rissie	M.A.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Price, Rebecca	M.S.	Lect.-Pool	Criminal Justice	1.00	12,024	S2017
R Ross, Terry	M.A.	Lect.-Pool	Criminal Justice	0.25	3,006	S2017
R Sanchez, Andrea	M.S.W.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Schiro, Bennie	J.D.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Templeton, Melissa	M.A.	Lect.-Pool	Criminal Justice	0.75	9,018	S2017
R Tumlinson, David	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017
R Warren, Thomas	M.S.	Lect.-Pool	Criminal Justice	0.50	6,012	S2017

R	Welch, Kristen	Ph.D.	Lect.-Pool	Criminal Justice	1.00	12,024	S2017
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COLLEGE OF EDUCATION

R	Aguilar-Crandall, M.	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	S2017
R	Ainsworth, Tina	Ph.D.	Lect.-Pool	Counselor Ed.	0.75	7,385	S2017
R	Allen, Elizabeth	M.Ed.	Lect.-Pool	Curr. & Instr.	0.41	3,588	S2017
R	Allen, Robert	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Alves, Dan	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Anderson, Glynda	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2017
R	Anderson, Monika	E.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.42	4,135	S2017
R	Anderson, Teresa	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Bajza, Susan	Ph.D.	Lect.-Pool	Counselor Ed.	0.75	7,385	S2017
R	Berry, Mary Ann	Ph.D.	Lect.-Pool	Library Science	0.25	2,462	S2017
R	Bethel, Jana	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	S2017
R	Brady, Carole	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2017
R	Burt, Elizabeth	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,923	S2017
R	Cain, Jaime	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2017
R	Calfee, Lynette	M.Ed.	Lect.-Pool	Curr. & Instr.	0.20	1,750	S2017
R	Carrillo, Gabriel	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Clark, Cindy	M.S.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.41	3,588	S2017
R	DeFrance, Emily	Ph.D.	Lect.-Pool	Counselor Ed.	0.50	5,603	S2017
R	Ellis, Dustin	M.A.	Lect.-Pool	Counselor Ed.	0.50	4,923	S2017
R	Farrar, Helen	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
N	Fiaschetti, Carolyn	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Fishburn, Catherine	M.Ed.	Lect.-Pool	Curr. & Instr.	0.12	1,050	S2017
R	Fitzgerald, Evelyne	Ph.D.	Lect.-Pool	Counselor Ed.	0.50	4,923	S2017
R	Goodwin, Truman	M.Ed.	Lect.-Pool	Curr. & Instr.	0.45	3,938	S2017
N	Gross, Elizabeth	Ph.D.	Asst.Prof.	Library Science	1.00	30,016	S2017
R	Guardiola-Castillo, I.	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	S2017
R	Hail, Darol	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	5,603	S2017
N	Harris, Tamara	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	S2017
R	Hastings, Robert	M.A.	Lect.-Pool	Curr. & Instr.	0.16	1,400	S2017
R	Hemmen, Janene	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	S2017
R	Henderson, David	Ed.D.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2017
R	Hood, Gary	Ph.D.	Lect.-Pool	Counselor Ed.	0.50	5,603	S2017
R	Hudson, Janice	M.Ed.	Lect.-Pool	Curr. & Instr.	0.41	3,588	S2017
R	Ingram, Jacqueline	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	20,007	S2017
R	Jett, Walter	M.Ed.	Lect.-Pool	Curr. & Instr.	0.54	4,726	S2017
N	Johnson, Shirley	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,188	S2017
R	Jones, Joan	M.Ed.	Lect.-Pool	Curr. & Instr.	0.33	2,888	S2017
R	Joyner, Sheila	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Kamman, Eldred	M.Ed.	Lect.-Pool	Curr. & Instr.	0.50	4,376	S2017

R	Klawinsky, Leigh	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2017
R	Kossie, Calvin	M.Ed.	Lect.-Pool	Curr. & Instr.	0.08	700	S2017
R	Landreth, Shelly	M.L.S.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2017
R	Lebo, Merri	M.S.Ed.	Lect.-Pool	Curr. & Instr.	0.29	2,538	S2017
R	Lester, James	M.S.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2017
R	Lobo-Guerrero, Clara	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	20,007	S2017
R	Marsh, Michael	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2017
R	McIntush, Karen	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	9,846	S2017
R	Mike, Cherrell	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.75	7,385	S2017
N	Minter, Debra	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2017
R	Moore, Donna	M.Ed.	Lect.-Pool	Curr. & Instr.	0.12	1,050	S2017
R	Moore, J. Carolyn	M.Ed.	Lect.-Pool	Curr. & Instr.	0.66	6,498	S2017
R	Nardone, Albert	Ph.D.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2017
R	Nelson, Judith	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	S2017
N	Niemeyer, Dodie	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2017
R	Nowlin, William	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2017
R	Pagels, Jill	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Perzan-Wooderson,M	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	5,603	S2017
R	Pickett, Janie	Ed.D.	Lect.-Pool	Library Science	0.25	2,462	S2017
R	Rios, Yolanda	M.Ed.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Rodriguez, Gregory	Ph.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Rodriguez-Almendarez,	Ph.D.	Lect.-Pool	Counselor Ed.	0.50	4,923	S2017
R	Ross, Andrea	M.A.	Lect.-Pool	Counselor Ed.	0.50	4,923	S2017
R	Sheneman, Laura	Ed.D.	Lect.-Pool	Library Science	0.50	4,923	S2017
R	Simmons, Midge	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.25	2,462	S2017
R	Singer, Erin	M.S.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2017
R	Skeen, Christel	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.17	1,674	S2017
R	Smedley, Linda	M.S.	Lect.-Pool	Curr. & Instr.	0.25	2,188	S2017
N	Smith, Alton	Ed.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	S2017
R	Smith, Rebekah	M.A.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.34	3,348	S2017
R	Smith-Edwards, B.	Ph.D.	Lect.-Pool	Library Science	0.25	2,462	S2017
R	Solomon, Jan	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.41	3,588	S2017
N	Stokes, Sean	Ph.D.	Lect.-Pool	Counselor Ed.	0.25	2,462	S2017
R	Taliaferro, Lynda	M.L.S.	Lect.-Pool	Curr. & Instr.	0.41	3,588	S2017
R	Thompson, Jamie	M.Ed.	Lect.-Pool	Curr. & Instr.	0.75	7,385	S2017
R	Timm, Naomi	M.A.	Lect.-Pool	Counselor Ed.	0.50	4,923	S2017
N	Trevino, Alejandra	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Trevino, Angelica	M.Ed.	Lect.-Pool	Lang.,Lit.&Sp.Pop	0.50	4,923	S2017
R	Vavasseur, Cynthia	Ph.D.	Lect.-Pool	Curr. & Instr.	0.50	4,923	S2017
R	Vijil, Veronica	Ed.D.	Lect.-Pool	Ed. Leadership	0.50	4,923	S2017
R	Watts, Cheryl	M.Ed.	Lect.-Pool	Curr. & Instr.	1.00	18,999	S2017
R	Weems, Mark	Ph.D.	Lect.-Pool	Library Science	0.50	4,923	S2017
R	Wienecke, Keith	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2017
R	Wiggins, Janie	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,462	S2017



R	Wilson, Lillie	M.Ed.	Lect.-Pool	Curr. & Instr.	0.37	3,238	S2017
R	Wilson, Tara	Ed.D.	Lect.-Pool	Lang.,Lit.&Sp.Pop	1.00	20,007	S2017
R	Wisembaker, Mary	Ed.D.	Lect.-Pool	Curr. & Instr.	0.50	4,923	S2017
R	Worosello, Paul	M.M.	Lect.-Pool	Curr. & Instr.	0.25	2,188	S2017
R	Wright, Howell	Ed.D.	Lect.-Pool	Ed. Leadership	0.25	2,462	S2017
R	Yarbrough, Patricia	M.Ed.	Lect.-Pool	Curr. & Instr.	0.25	2,188	S2017

COLLEGE OF FINE ARTS AND MASS  
COMMUNICATION

N	Avila, Alexander	M.A.	VstAsstPro	Mass Comm.	1.00	25,506	S2017
N	Bledsoe, Nina	M.M.	Lect-Spcl	Music	1.00	12,006	S2017
R	Carlin, Alicia	M.F.A.	Lect.-Pool	Dance	0.50	6,003	S2017
R	Clay, Lauren	M.F.A.	Lect.-Pool	Art	1.00	12,006	S2017
N	Cummins, Melissa	M.M.	Lect-Spcl	Music	1.00	12,006	S2017
R	Eschenfelder, Cheryl	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	S2017
R	Krystyniak, Franklin	M.A.	Lect.-Pool	Mass Comm.	0.25	3,002	S2017
R	Lee, Karen	J.D.	Lect.-Pool	Mass Comm.	0.75	9,005	S2017
N	Mabus, Jennifer	M.F.A.	VstAsstPro	Dance	1.00	25,002	S2017
R	Marcontell, Russell	M.F.A.	Lect.-Pool	Art	0.58	6,963	S2017
R	McFarlane, Daniel	M.F.A.	Lect.-Pool	Art	1.00	12,006	S2017
R	Meador, Charlotte	M.A.	Lect.-Pool	Mass Comm.	0.75	9,005	S2017
N	Murthy, Divya	M.F.A.	Lect.-Pool	Art	0.66	7,924	S2017
R	Nicolay, Betty	M.Ed.	Lect.-Pool	Dance	0.92	11,046	S2017
R	Puskarich, Heather	M.F.A.	Lect.-Pool	Art	0.75	9,005	S2017
R	Thetford, Brittany	M.F.A.	Lect.-Pool	Dance	0.50	6,003	S2017

COLLEGE OF HEALTH SCIENCES

N	Alexander, Karen	Ph.D.	Lect.-Pool	Nursing	0.25	6,188	S2017
N	Arrington, Chelsea	M.S.N.	Lect.-Pool	Nursing	0.66	16,335	S2017
R	Barrett, Rosanna	D.P.H.	Lect.-Pool	Population Hlth	0.25	5,063	S2017
R	Beeman, Derek	M.A.	Lect.-Pool	Kinesiology	0.25	3,938	S2017
R	Blumenkamp, C.	M.P.S.	Lect.-Pool	Fam & Con Sci	0.50	6,003	S2017
R	Dougherty, Laura	M.S.	Lect.-Pool	Kinesiology	1.00	13,500	S2017
R	Fenley, Ryan	M.H.M.	Lect.-Pool	Fam & Con Sci	0.83	9,965	S2017
N	Ficklen, David	M.D.	Lect.-Pool	Kinesiology	0.25	5,063	S2017
R	Garcia, Alejandro	M.P.H.	Lect.-Pool	Population Hlth	0.75	10,125	S2017
R	Gatti, Rhonda	M.S.N.	Lect.-Pool	Nursing	0.25	6,188	S2017
R	Gray, Tayler	M.A.	Lect.-Pool	Kinesiology	0.75	8,438	S2017
R	Griggs, Harriet	Ph.D.	Lect.-Pool	Fam & Con Sci	0.75	9,005	S2017
N	Gulledge-Ward, L. M.	D.O.T.	Lect.-Pool	Kinesiology	0.25	3,938	S2017

R	Hammer, Jere	Ph.D.	Lect.-Pool	Nursing	0.25	6,750	S2017
N	Harmon, Robert	M.S.N.	ClinAsstP	Nursing	1.00	29,502	S2017
R	Haubrich-Theriot, J.	M.S.N.	Lect.-Pool	Nursing	0.33	8,168	S2017
R	Henry-Cobbs, April	M.S.	Lect.-Pool	Nursing	0.66	16,335	S2017
R	Hughes, Daniel	Ph.D.	Lect.-Pool	Population Hlth	0.25	5,063	S2017
N	Jarrell, Angela	Ph.D.	Lect.-Pool	Nursing	0.25	6,188	S2017
R	Jeter, Steven	M.A.	Lect.-Pool	Kinesiology	0.50	5,625	S2017
N	King, Shatoi	M.S.N.	Lect.-Pool	Nursing	0.33	8,168	S2017
R	Kovyrshina, Tatiana	M.S.	Lect.-Pool	Population Hlth	0.25	3,375	S2017
R	Mobley, James	M.D.	Lect.-Pool	Population Hlth	0.25	5,063	S2017
N	Motamed, Mandana	Ph.D.	Asst.Prof.	Fam & Con Sci	1.00	30,006	S2017
N	Oviatt, Robert	M.Ed.	Lect.-Pool	Kinesiology	0.25	3,938	S2017
N	Parker, Hope	M.A.	Lect.-Pool	Kinesiology	0.25	3,375	S2017
N	Ramsay, Patricia	M.F.A.	ClinAsstP	Fam & Con Sci	1.00	24,003	S2017
R	Roush, Jr., Robert	Ed.D.	Lect.-Pool	Population Hlth	0.08	1,620	S2017
R	Runyan, Jack	Ph.D.	Lect.-Pool	Population Hlth	0.50	10,125	S2017
R	Sandlin, Judy	Ph.D.	Lect.-Pool	Population Hlth	0.50	10,125	S2017
R	Sears, Jr., Jack	M.Ed.	Lect.-Pool	Kinesiology	1.00	9,846	S2017
N	Staub, Clinton	M.S.	Lect.-Pool	Kinesiology	0.13	1,463	S2017
R	Stewart, Donna	D.N.P.	Lect.-Pool	Nursing	0.25	6,750	S2017
R	Stone, Kahler	M.P.H.	Lect.-Pool	Population Hlth	0.75	10,125	S2017
R	Stone, Susie	M.A.	Lect.-Pool	Population Hlth	1.00	20,250	S2017
R	Temple, David	M.S.	Lect.-Pool	Kinesiology	0.25	3,938	S2017
R	Townsend, Kimberly	M.S.	Lect.-Pool	Fam & Con Sci	0.50	6,003	S2017
R	Vander Stucken, M.	M.S.N.	Lect.-Pool	Nursing	0.25	6,750	S2017
R	Wallace, Courtney	M.A.	Lect.-Pool	Population Hlth	1.00	18,000	S2017
R	Ward, Kevin	M.Ed.	Lect.-Pool	Kinesiology	0.13	1,463	S2017
N	Windisch, Kendra	M.A.	Lect.-Pool	Population Hlth	0.50	6,750	S2017

COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

R	Allen, Justin	M.A.	Lect.-Pool	Psy. & Philosophy	1.00	24,507	S2017
R	Alverson, Shelby	M.A.	Lect.-Pool	Comm. Studies	0.50	6,003	S2017
R	Atkinson, Camille	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	S2017
R	Baker, Caleb	M.A.	Lect.-Pool	Wrld Lang& Cultures	1.00	12,006	S2017
R	Bechtol, Harris	M.A.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	S2017
N	Benson, Amanda	M.A.	Lect.-Pool	English	0.75	9,005	S2017
R	Biles, John	Ph.D.	Lect.-Pool	History	0.25	3,002	S2017
N	Bitgood, Nathan	M.A.	Lect.-Pool	English	0.50	6,003	S2017
R	Boyd, Denise	Ed.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2017
R	Brady, Micki	M.A.	Lect.-Pool	History	0.75	9,005	S2017
R	Brown, Crystal	M.A.	Lect.-Pool	Sociology	1.00	12,006	S2017

R	Bugge, Silke	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.25	3,002	S2017
R	Cantu, Aleha	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	S2017
R	Carroll, Carolyn	M.A.	Lect.-Pool	History	0.25	3,002	S2017
N	Conde-Dudding, E.	Ph.D.	Lect.-Pool	Sociology	0.66	7,924	S2017
R	Cordova, Victoria	M.A.	Lect.-Pool	Political Science	0.75	9,005	S2017
R	Gaa, John	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.25	3,002	S2017
R	Gaskamp, Katherine	M.A.	Lect.-Pool	History	1.00	12,006	S2017
R	Gongora, Jennifer	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.41	4,922	S2017
R	Gutierrez-Beltran, V.	M.A.	Lect.-Pool	Wrld Lang& Cultures	1.00	12,006	S2017
R	Henze, Kristin	M.A.	Lect.-Pool	History	0.75	9,005	S2017
R	Herzogenrath, J.	Ph.D.	Lect.-Pool	History	1.00	12,006	S2017
R	Hill, Candice	M.S.	Lect.-Pool	Sociology	1.00	12,006	S2017
R	Holmberg, Joseph	M.S.	Lect.-Pool	Wrld Lang& Cultures	1.00	12,816	S2017
R	Lanthorn, Thomas	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.50	6,003	S2017
R	McDaniel, Ian	Ph.D.	Lect.-Pool	Psy. & Philosophy	0.75	9,005	S2017
R	McGuire, Daniel	M.A.	Lect.-Pool	History	0.25	3,002	S2017
R	Medina Lopez, Julio	M.A.	Lect.-Pool	Wrld Lang& Cultures	1.00	12,006	S2017
R	Montz, Zachary	Ph.D.	Lect.-Pool	History	1.00	19,503	S2017
R	Munoz, Austin	M.A.	Lect.-Pool	History	0.25	3,002	S2017
N	Myers, Sujey	M.A.	Lect.-Pool	Wrld Lang& Cultures	0.58	6,963	S2017
N	Nguyen, Haitrieu	M.A.	Lect.-Pool	Sociology	0.25	3,002	S2017
R	Norman, Michael	M.A.	Lect.-Pool	History	0.75	9,005	S2017
R	Paluka, April	M.A.	Lect.-Pool	History	0.25	3,002	S2017
R	Pappas, Lee	M.A.	Lect.-Pool	History	1.00	12,006	S2017
R	Plemons, April	M.S.	Lect.-Pool	Sociology	0.50	6,003	S2017
R	Powell, Audrey	Ph.D.	Lect.-Pool	Wrld Lang& Cultures	0.50	6,003	S2017
R	Renteria, Ray	M.A.	Lect.-Pool	Wrld Lang& Cultures	1.00	14,004	S2017
R	Robinson,Chothiakadavil	M.A.	Lect.-Pool	Sociology	1.00	12,006	S2017
R	Shively, Elizabeth	Ph.D.	Lect.-Pool	Sociology	1.00	12,006	S2017
N	Smith, Michael	M.A.	Lect.-Pool	Political Science	0.75	9,005	S2017
R	Soullier, Anastasia	M.A.	Lect.-Pool	English	1.00	12,006	S2017
R	Strubberg, Brandon	M.A.	VstAsstPro	English	1.00	25,002	S2017
N	Tackett-Gibson, M.	Ph.D.	ClinAsstP	Sociology	1.00	21,006	S2017
R	Thornton, Joe	Ph.D.	Lect.-Pool	History	0.75	9,005	S2017
R	Tritico, Robert	M.A.	Lect.-Pool	History	1.00	12,006	S2017
R	Wynveen, Brooklynn	Ph.D.	Lect.-Pool	Sociology	1.00	12,006	S2017
R	Zimpfer, Mariah	M.A.	Lect.-Pool	Sociology	1.00	12,006	S2017

COLLEGE OF SCIENCE AND ENGINEERING  
TECHNOLOGY

R	Albert, Julie	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
N	Basith, Iftekhar	Ph.D.	Asst.Prof.	Ag.Sci&EngrTech	1.00	36,603	S2017

R	Benke, Dale	M.Ed.	Lect.-Pool	Ag.Sci&EngrTech	1.00	13,509	S2017
N	Brown-Wilson, Mary	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	2,502	S2017
R	Bullion, Alisha	M.S.	Lect.-Pool	Ag.Sci&EngrTech	1.00	15,003	S2017
R	Busby, Spurgeon	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Coogler, Keith	Ed.D.	Lect.-Pool	Ag.Sci&EngrTech	1.00	17,316	S2017
R	Dixon, Cynthia	B.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Ford, Richard	Ed.D.	Lect.-Pool	Ag.Sci&EngrTech	0.50	5,004	S2017
R	Franks, Kristie	M.S.	Lect.-Pool	Ag.Sci&EngrTech	1.00	13,509	S2017
R	Gerren, Sally	Ph.D.	Lect.-Pool	Mth. & Statistics	0.75	7,506	S2017
R	Lane, Stefanie	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Larson, Steven	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Leelaratne, Sanduni	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
N	Martinez, Rafael	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	2,502	S2017
R	Moore, Michael	D.V.M.	Lect.-Pool	Ag.Sci&EngrTech	0.50	7,002	S2017
R	Ng, Wai Hin	Ph.D.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
N	Scasta, Jennifer	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	2,502	S2017
R	Schalk, Christopher	B.S.	Lect.-Pool	Biological Sciences	0.25	3,002	S2017
R	Selensky-Lehman, K.	M.S.	Lect.-Pool	Mth. & Statistics	0.25	2,502	S2017
R	Silva, Darrel	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Stewart, Christopher	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.50	5,004	S2017
R	Stone, Clarissa	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
N	Taylor, Bart	M.Ed.	Lect.-Pool	Ag.Sci&EngrTech	0.50	7,002	S2017
R	Teodorescu, Sorin	Ph.D.	Lect.-Pool	Ag.Sci&EngrTech	1.00	13,338	S2017
R	Vogelsang, Stephen	M.S.	Lect.-Pool	Ag.Sci&EngrTech	0.25	3,002	S2017
R	Waugh, Terrence	Ph.D.	Lect.-Pool	Ag.Sci&EngrTech	1.00	22,500	S2017
R	Wickramasuriya, S.	M.S.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017
R	Wilson, Marsha	M.B.A.	Lect.-Pool	Ag.Sci&EngrTech	1.00	13,509	S2017
R	Young, Margaret	M.Ed.	Lect.-Pool	Mth. & Statistics	1.00	12,006	S2017

**Nominations for Re-employment of Faculty for 2017-18**

**COLLEGE OF BUSINESS ADMINISTRATION**

**Department of Accounting**

9.00	Elsie C. Ameen, Associate Professor	PHD	22	Tenured
9.00	Carl W. Brewer, Associate Professor	PHD	29	Tenured
9.00	Linda G. Carrington, Associate Professor	PHD	23	Tenured
9.00	Ronald J. Daigle, Professor	PHD	11	Tenured
9.00	Oscar J. Harvin, Assistant Professor	PHD	1	Probationary
9.00	Cassy D. Henderson, Assistant Professor	PHD	5	Probationary
9.00	Taylor S. Klett, Associate Professor	JD	16.5	Tenured
9.00	Dwayne N. McSwain, Associate Professor	PHD	3	Probationary
9.00	Jeffrey R. Miller, Associate Professor	PHD	4	Probationary
9.00	Janice T. Morris, Associate Professor	PHD	8	Tenured
9.00	Philip W. Morris, Professor/Department Chair	PHD	17	Tenured
9.00	N. Ross Quarles, Professor	PHD	23	Tenured
9.00	Shani N. Robinson, Assistant Professor	PHD	6	Probationary
9.00	Jeffrey W. Strawser, Associate Professor	PHD	19	Tenured

**Department of Economics and International Business**

9.00	Milo D. Berg, Jr., Associate Professor	PHD	20	Tenured
9.00	Aditi Bhattacharyya, Assistant Professor	PHD	5	Probationary
9.00	Donald L. Bumpass, Professor	PHD	25	Tenured
9.00	Mark W. Frank, Professor/Department Chair	PHD	17	Tenured
9.00	Donald G. Freeman, Professor	PHD	19	Tenured
9.00	Fidel Gonzalez, Associate Professor	PHD	12	Tenured
9.00	Darren P. Grant, Associate Professor	PHD	10	Tenured
9.00	Lei Ji, Assistant Professor	PHD	1	Probationary
9.00	Younoh Kim, Assistant Professor	PHD	1	Probationary
9.00	Santosh Kumar, Assistant Professor	PHD	4	Probationary
9.00	Zijun Luo, Assistant Professor	PHD	2	Probationary
9.00	Hiranya K. Nath, Professor	PHD	15	Tenured
9.00	Vlad M. Radoias, Assistant Professor	PHD	1	Probationary
9.00	Christian W. Raschke, Assistant Professor	PHD	4	Probationary
9.00	George E. Samuels, Professor	PHD	42	Tenured
9.00	Markland H. Tuttle, Associate Professor	PHD	13	Tenured

**Department of General Business and Finance**

9.00	Traci L. Austin, Assistant Professor	PHD	5	Probationary
9.00	James B. Bexley, Distinguished Professor	PHD	20	Tenured
9.00	Jonathan P. Breazeale, Associate Professor	PHD	11	Tenured
9.00	Diana M. Brown, Assistant Professor	JD	3	Probationary
9.00	Mary C. Funck, Assistant Professor	PHD	5	Probationary
9.00	Martin L. Griffin, Associate Professor	JD	36.5	Tenured
9.00	Jose A. Gutierrez, Jr., Associate Professor	PHD	7	Tenured
9.00	Kathy L. Hill, Associate Professor	PHD	25	Tenured
9.00	Geraldine E. Hynes, Professor	PHD	16	Tenured
9.00	Kurt R. Jesswein, Associate Professor/Associate Dean	PHD	12	Tenured
9.00	Steve J. Johnson, Associate Professor	PHD	9	Tenured
9.00	William H. Leavell, Professor	DBA	26	Tenured

9.00	Balasundram Maniam, Distinguished Professor	PHD	20	Tenured
9.00	Robert B. Matthews, Associate Professor	JD	10	Tenured
9.00	Steve A. Nenninger, Associate Professor	PHD	8	Tenured
9.00	Kathryn S. O'Neill, Assistant Professor	PHD	6	Probationary
9.00	Tommy J. Robertson, Associate Professor/Department Chair	JD	9	Tenured
9.00	Danica L. Schieber, Assistant Professor	PHD	1	Probationary
9.00	Karen E. Sherrill, Assistant Professor	PHD	2	Probationary
9.00	Lucia S. Sigmar, Associate Professor	PHD	11	Tenured
9.00	Ashly L. B. Smith, Assistant Professor	PHD	2	Probationary
9.00	Robert H. Stretcher, III, Professor	PHD	15	Tenured
9.00	Laura L. Sullivan, Associate Professor	JD	12	Tenured
9.00	Bradley S. Wesner, Assistant Professor	PHD	4	Probationary

#### **Department of Management and Marketing**

9.00	Roger D. Abshire, Professor	DBA	28	Tenured
9.00	Irfan Ahmed, Associate Professor	PHD	13	Tenured
9.00	Charles J. Capps, III, Professor	DBA	29	Tenured
9.00	Christopher M. Cassidy, Associate Professor	PHD	6	Tenured
9.00	Jamie D. Collins, Associate Professor	PHD	4	Tenured
9.00	William A. Ellegood, Assistant Professor	PHD	3	Probationary
9.00	Adele R. Gravois, Associate Professor	PHD	10	Tenured
9.00	Carla D. Jones, Assistant Professor	PHD	3	Probationary
9.00	Joseph K. Kavanaugh, Professor	PHD	22	Tenured
9.00	Gerald Kohers, Professor/Department Chair	PHD	23	Tenured
9.00	Juliana D. Lilly, Professor	PHD	15	Tenured
9.00	Sanjay S. Mehta, Professor	PHD	20	Tenured
9.00	Carliss D. Miller, Assistant Professor	PHD	1	Probationary
9.00	John J. Newbold, Associate Professor	PHD	16	Tenured
9.00	Michael W. Pass, Professor	PHD	9	Tenured
9.00	Christopher R. Reutzler, Assistant Professor	PHD	3	Probationary
9.00	Jason M. Riley, Assistant Professor	PHD	4	Probationary
9.00	Aneika L. Simmons, Associate Professor	PHD	10	Tenured
9.00	Stanislaus C. Simon-Solomon, Assistant Professor	PHD	2	Probationary
9.00	Kevin D. Sweeney, Assistant Professor	PHD	2	Probationary
9.00	Kathleen M. Utecht, Professor	PHD	11	Tenured
9.00	Janis A. Warner, Associate Professor	PHD	10	Tenured
9.00	Kamphol Wipawayangkool, Assistant Professor	PHD	5	Probationary
9.00	Pamela J. Zelbst, Associate Professor	PHD	12	Tenured

#### **COLLEGE OF CRIMINAL JUSTICE**

##### **Department of Criminal Justice and Criminology**

9.00	Brandy L Blasko, Assistant Professor	PHD	2	Probationary
9.00	Danielle L. Boisvert, Associate Professor	PHD	5	Tenured
9.00	Jeffrey A. Bouffard, Professor	PHD	8	Tenured
9.00	Leana A. Bouffard, Professor	PHD	8	Tenured
9.00	Harry D. Butler, Assistant Professor	MA	1	Probationary
9.00	Steven J. Cuvelier, Associate Professor	PHD	28	Tenured
9.00	Cortney A. Franklin, Associate Professor	PHD	9	Tenured
9.00	Travis W. Franklin, Associate Professor	PHD	9	Tenured
9.00	Randall L. Garner, Professor	PHD	21	Tenured

9.00	Jurg Gerber, Professor	PHD	27	Tenured
9.00	Brittany E. Hayes, Assistant Professor	PHD	3	Probationary
9.00	Larry T. Hoover, Distinguished Professor	PHD	40	Tenured
9.00	William R. King, Professor/Associate Dean	PHD	8	Tenured
9.00	Dennis R. Longmire, Professor	PHD	33	Tenured
9.00	Holly A. Miller, Professor/Associate Dean	PHD	18	Tenured
9.00	Lisa R. Muftic, Associate Professor	PHD	4	Tenured
9.00	Willard M. Oliver, Professor	PHD	14	Tenured
9.00	Eryn N. O'Neal, Assistant Professor	PHD	1	Probationary
9.00	Erin A. Orrick, Assistant Professor	PHD	4	Probationary
9.00	Ryan W. Randa, Assistant Professor	PHD	4	Probationary
9.00	Ling Ren, Associate Professor	PHD	9	Tenured
9.00	Mitchel P. Roth, Professor	PHD	23	Tenured
9.00	Melinda S. Tasca, Assistant Professor	PHD	3	Probationary
9.00	Raymond H. Teske, Jr., Professor	PHD	44	Tenured
9.00	Victoria B. Titterington, Professor	PHD	20	Tenured
9.00	Michael S. Vaughn, Professor	PHD	11	Tenured
9.00	William M. Wells, Professor/Department Chair	PHD	10	Tenured
9.00	Yan Zhang, Associate Professor	PHD	12	Tenured
9.00	Jihong Zhao, Professor	PHD	10	Tenured

#### **Department of Forensic Science**

9.00	Patrick A Buzzini, Associate Professor	PHD	2	Probationary
9.00	Joan A. Bytheway, Associate Professor	PHD	11	Tenured
9.00	David A. Gangitano, Associate Professor	PHD	10	Tenured
9.00	Sheree R. Hughes-Stamm, Assistant Professor	PHD	2	Probationary
9.00	Sarah Kerrigan, Professor/Department Chair	PHD	11	Tenured
9.00	Bobby L. LaRue, Jr., Associate Professor	PHD	1	Probationary
9.00	Madeline J. Swortwood, Assistant Professor	PHD	1	Probationary
9.00	Chi Chung Yu, Associate Professor	PHD	11	Tenured

#### **Department of Security Studies**

9.00	Magdalena A. Denham, Assistant Professor	EDD	4	Probationary
9.00	Nathan P. Jones, Assistant Professor	PHD	3	Probationary
9.00	Russell P. Lundberg, Assistant Professor	PHD	3	Probationary
9.00	Nadav Morag, Associate Professor/Department Chair	PHD	1	Tenured
9.00	John D. Payne, Assistant Professor	PHD	4	Probationary

### **COLLEGE OF EDUCATION**

#### **Department of Counselor Education**

9.00	Rick A. Bruhn, Professor	EDD	26	Tenured
9.00	Jamiyah Y. Butler, Assistant Professor	PHD	6	Probationary
9.00	Yvonne Garza-Chaves, Associate Professor	PHD	12	Tenured
9.00	Richard C. Henriksen, Jr., Professor	PHD	11	Tenured
9.00	David M. Lawson, II, Professor	PHD	3	Tenured
9.00	Chi-Sing Li, Associate Professor	PHD	14	Tenured
9.00	Levi S. McClendon, Assistant Professor	PHD	1	Probationary
9.00	Mary S. Nichter, Professor/Department Chair	PHD	18	Tenured
9.00	Rebecca A. Robles-Pina, Professor	PHD	19	Tenured
9.00	Sheryl A. Serres, Associate Professor	PHD	11	Tenured

9.00	Jeffrey M. Sullivan, Assistant Professor	PHD	6	Probationary
9.00	Richard E. Watts, Distinguished Professor	PHD	12	Tenured

**Department of Curriculum and Instruction**

9.00	Lisa O. Brown, Assistant Professor	PHD	5	Probationary
9.00	Mae Ann Cox, Assistant Professor	EDD	4	Probationary
9.00	Jaime L. Coyne, Assistant Professor	PHD	5	Probationary
9.00	Frank L. Creghan, Assistant Professor	EDD	4	Probationary
9.00	William D. Edgington, Professor/Acting Chair	EDD	18	Tenured
9.00	Karla W. Eidson, Associate Professor	PHD	6.5	Tenured
9.00	Andrea S. Foster, Associate Professor	PHD	12	Tenured
9.00	Julie K. Herron, Assistant Professor	PHD	1	Probationary
9.00	Victoria S. Hollas, Assistant Professor	PHD	5	Probationary
9.00	James W. Hynes, Associate Professor	PHD	9	Tenured
9.00	Daphne D. Johnson, Professor	PHD	16	Tenured
9.00	Andrey V. Koptelov, Assistant Professor	PHD	5	Probationary
9.00	Kimberly N. LaPrairie, Associate Professor	PHD	10	Tenured
9.00	Da-Bae Lee, Assistant Professor	PHD	2	Probationary
9.00	Robert M. Maninger, Associate Professor	EDD	9	Tenured
9.00	Lautrice M. Nickson, Associate Professor	PHD	9	Tenured
9.00	Jalene P. Potter, Assistant Professor	PHD	5	Probationary
9.00	Marilyn P. Rice, Professor	PHD	16	Tenured
9.00	Samuel L. Sullivan, Professor	EDD	44	Tenured
9.00	Sylvia R. Taube, Associate Professor	PHD	19	Tenured
9.00	Rebecca A. Wentworth, Assistant Professor	PHD	5	Probationary

**Department of Educational Leadership**

9.00	Rebecca M. Bustamante, Associate Professor	PHD	11	Tenured
9.00	Julie P. Combs, Professor	EDD	12	Tenured
9.00	Paul W. Eaton, Assistant Professor	PHD	2	Probationary
9.00	Matthew B. Fuller, Associate Professor	PHD	6	Tenured
9.00	Pamela L. Gray, Assistant Professor	EDD	3	Probationary
9.00	Anthony J. Harris, Professor/Department Chair	EDD	2	Tenured
9.00	Mack T. Hines, III, Associate Professor	EDD	12	Tenured
9.00	Peggy P. Holzweiss, Assistant Professor	PHD	5	Probationary
9.00	Forrest C. Lane, Assistant Professor	PHD	2	Probationary
9.00	Frederick C. Lunenburg, Professor	PHD	20	Tenured
9.00	Cynthia Martinez-Garcia, Associate Professor	EDD	9	Tenured
9.00	Nara Martirosyan, Assistant Professor	EDD	4	Probationary
9.00	Ricardo Montelongo, Assistant Professor	PHD	3	Probationary
9.00	George W. Moore, Associate Professor	PHD	11	Tenured
9.00	Anthony J. Onwuegbuzie, Professor	PHD	10	Tenured
9.00	Barbara E. Polnick, Professor	EDD	15	Tenured
9.00	David P. Saxon, Associate Professor	PHD	5	Probationary
9.00	Susana T. Skidmore, Associate Professor	PHD	6	Tenured
9.00	John R. Slate, Professor	PHD	10	Tenured

**Department of Language, Literacy and Special Populations**

9.00	Burcu Ates, Assistant Professor	PHD	6	Probationary
9.00	Helen Berg, Associate Professor	PHD	11	Tenured



9.00	William H. Blackwell, III, Assistant Professor	PHD	1	Probationary
9.00	Leonard G. Breen, Associate Professor	EDD	27	Tenured
9.00	Benita R. Brooks, Assistant Professor	PHD	3	Probationary
9.00	William J. Calderhead, Assistant Professor	PHD	2	Probationary
9.00	Corinna V. Cole, Assistant Professor	PHD	4	Probationary
9.00	Alma L. Contreras-Vanegas, Assistant Professor	PHD	4	Probationary
9.00	Donna H. Cox, Associate Professor	PHD	9	Tenured
9.00	Jaime B. Duran, Assistant Professor	PHD	1	Probationary
9.00	Patricia M. Durham, Assistant Professor	PHD	5	Probationary
9.00	Hannah R. Gerber, Associate Professor	PHD	8	Tenured
9.00	Lory E. Haas, Assistant Professor	EDD	2	Probationary
9.00	Elizabeth E. Lasley, Assistant Professor	PHD	5	Probationary
9.00	Joyce K. McCauley, Professor	PHD	23	Tenured
9.00	Tyrone K. McGowan, Assistant Professor	PHD	2	Probationary
9.00	Melinda S. Miller, Professor	PHD	17	Tenured
9.00	Vickie J. Mitchell, Associate Professor	EDD	1	Probationary
9.00	Diana K. Nabors, Professor/Acting Chair	EDD	15	Tenured
9.00	Mary A. Petron, Associate Professor	PHD	8	Tenured
9.00	Jolene B. Reed, Assistant Professor	PHD	1	Probationary
9.00	Nancy Stockall, Professor	PHD	7	Tenured
9.00	Philip R. Swicegood, Professor	EDD	34	Tenured
9.00	Baburhan Uzum, Assistant Professor	PHD	4	Probationary
9.00	Kristina K. Vargo, Assistant Professor	PHD	4	Probationary
9.00	Nancy K. Votteler, Associate Professor	EDD	11	Tenured
9.00	Chase J. Young, Associate Professor	PHD	1	Probationary

#### **Department of Library Science**

9.00	Rosemarie M. Brock, Assistant Professor	PHD	2	Probationary
9.00	Elizabeth A. Gross, Assistant Professor	PHD	2	Probationary
9.00	Teresa S. Lesesne, Professor	EDD	27	Tenured
9.00	Robin L. Moore, Assistant Professor	EDD	2	Probationary
9.00	Karin M. Perry, Assistant Professor	PHD	6	Probationary
9.00	Holly A. Weimar, Associate Professor/Department Chair	EDD	10	Tenured

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

##### **Department of Art**

9.00	Martin F. Amorous, II, Associate Professor	MFA	23	Tenured
9.00	John D. Barnosky, Associate Professor	MFA	25	Tenured
9.00	Mary K. Borcharding, Professor	MFA	24	Tenured
9.00	Charlotte M. Drumm, Professor	MFA	17	Tenured
9.00	Rebecca L. Finley, Associate Professor	MFA	12	Tenured
9.00	Melissa C. Glasscock, Assistant Professor	MFA	2	Probationary
9.00	Michael H. Henderson, Associate Professor/Department Chair	MFA	16	Tenured
9.00	Barbara A. Kaminska, Assistant Professor	PHD	1	Probationary
9.00	Taehee Kim, Associate Professor	MFA	11	Tenured
9.00	Patric K. Lawler, Associate Professor	MFA	28	Tenured
9.00	Melissa L. Mednicov, Assistant Professor	PHD	4	Probationary
9.00	Edward M. Morin, Associate Professor	MFA	6	Tenured
9.00	Valerie J. Powell, Assistant Professor	MFA	4	Probationary
9.00	Ernan C. Rivera, Assistant Professor	MFA	1	Probationary

	9.00	Tony R. Shipp, Associate Professor	MFA	19	Tenured
	9.00	Walton A. Watkins, III, Associate Professor	MFA	8	Tenured
	<b>Department of Dance</b>				
	9.00	Elijah A. Gibson, Assistant Professor	MFA	3	Probationary
	9.00	Dana E. Nicolay, Professor	MFA	30	Tenured
[2]	9.00	Andrew M. Noble, Associate Professor	MFA	9	Tenured
	9.00	Dionne L. Noble, Assistant Professor	MFA	5	Probationary
	9.00	Jennifer K. Pontius, Associate Professor/Department Chair	MFA	17	Tenured
	<b>Department of Mass Communication</b>				
	9.00	Jean-Richard R. Bodon, Professor/Department Chair	PHD	6	Tenured
	9.00	Janet A. Bridges, Professor	PHD	12	Tenured
	9.00	Marcus J. Funk, Assistant Professor	PHD	3	Probationary
	9.00	Deborah A. Hatton, Instructor	MA	27	Tenured
	9.00	Elisa Herrmann, Assistant Professor	MFA	3	Probationary
	9.00	Robin S. Johnson, Associate Professor	PHD	7	Tenured
	9.00	Nam Young Kim, Assistant Professor	PHD	5	Probationary
	9.00	Ruth M. Massingill, Associate Professor	PHD	29	Tenured
	9.00	Ki W. Seo, Assistant Professor	PHD	3	Probationary
	9.00	Christopher F. White, Associate Professor	PHD	28	Tenured
	9.00	Grant J. Wiedenfeld, Assistant Professor	PHD	2	Probationary
	<b>Department of Theatre and Musical Theatre</b>				
	9.00	Laura K. Avery, Associate Professor	DMA	9	Tenured
	9.00	Kevin G. Crouch, Assistant Professor	MFA	1	Probationary
	9.00	Nicholas A. Graves, Assistant Professor	MFA	1	Probationary
	9.00	Kristina S. Hanssen, Professor	MFA	32	Tenured
	9.00	Penelope A. Hasekoester, Professor/Department Chair	MFA	23	Tenured
	9.00	Victoria P. Lantz, Assistant Professor	PHD	2	Probationary
	9.00	Eric L. Marsh, Professor	MFA	10	Tenured
	9.00	David A. McTier, Professor	PHD	11	Tenured
	9.00	Thomas C. Prior, Professor	MFA	12	Tenured
	<b>School of Music</b>				
	9.00	Randal L. Adams, Professor	MM	18	Tenured
	9.00	Mario Aschauer, Assistant Professor	PHD	3	Probationary
	9.00	Nicole E. Asel, Assistant Professor	DMA	1	Probationary
	9.00	A. Wayne Barrett, Jr., Associate Professor/Associate Dean	DMA	25	Tenured
	9.00	Tony L. Boutte, Associate Professor	DMA	1	Probationary
	9.00	Joshua M. Bronfman, Associate Professor	PHD	1	Probationary
	9.00	Patricia P. Card, Professor	DMA	16	Tenured
	9.00	Kevin M. Clifton, Associate Professor	PHD	7	Tenured
	9.00	Carolyn D. Dachinger, Assistant Professor	PHD	2	Probationary
	9.00	Kathryn L. Daniel, Professor	MM	15	Tenured
	9.00	Peggy A. DeMers, Professor	DMA	26	Tenured
	9.00	Brian K. Gibbs, Associate Professor	PHD	7	Tenured
	9.00	Rebecca R. Grimes, Associate Professor	DMA	7	Tenured
	9.00	Henry E. Howey, Professor	DMA	41	Tenured
	9.00	Kyle D. Kindred, Associate Professor	DMA	10	Tenured

9.00	Nathan J. Koch, Assistant Professor	PHD	5	Probationary
9.00	John W. Lane, Associate Professor	DMA	11	Tenured
9.00	Wesley S. Lawrence, Assistant Professor	DMA	1	Probationary
9.00	W. Matthew McInturf, Professor	MM	19	Tenured
9.00	Christopher C. Michel, Associate Professor	MM	16	Tenured
9.00	Karen E. Miller, Professor	MM	14	Tenured
9.00	Sheryl K. Murphy-Manley, Professor	PHD	14.5	Tenured
9.00	Javier A. Pinell, Associate Professor	DM	9	Tenured
9.00	Scott D. Plugge, Professor/Department Chair	DM	20	Tenured
9.00	Deborah L. Popham, Assistant Professor	DMA	1	Probationary
9.00	Livia I. Rus-Edery, Associate Professor	DMA	9	Tenured
9.00	Daniel Saenz, Assistant Professor	DMA	4	Probationary
9.00	Aric L. Schneller, Associate Professor	DMA	9	Tenured
9.00	Josu D. Soto, Assistant Professor	DMA	3	Probationary
9.00	Masahito Sugihara, Assistant Professor	DM	4	Probationary
9.00	Jacob D. Sustaita, Assistant Professor	DMA	2	Probationary

## COLLEGE OF HEALTH SCIENCES

### Department of Family and Consumer Sciences

9.00	Valencia Browning-Keen, Associate Professor	PHD	8	Tenured
9.00	Laura P. Burleson, Assistant Professor	PHD	31	Tenured
9.00	Simone P. Camel, Assistant Professor	PHD	1	Probationary
9.00	Crystal C. Douglas, Assistant Professor	PHD	1	Probationary
9.00	Mandana Motamed, Assistant Professor	PHD	-1	Probationary
9.00	George K. Randall, Associate Professor	PHD	1	Tenured
9.00	Susan A. Reichelt, Associate Professor/Department Chair	PHD	2	Tenured
9.00	Janis H. White, Associate Professor	PHD	28	Tenured

### Department of Kinesiology

9.00	Patrick R. Davis, Assistant Professor	PHD	1	Probationary
9.00	Jennifer J. Didier, Associate Professor/Acting Chair	PHD	7	Tenured
9.00	Brent C. Estes, Associate Professor	PHD	10	Tenured
9.00	Allison P. Glave, Associate Professor	PHD	7	Tenured
9.00	Liette B. Ocker, Associate Professor	PHD	2	Tenured
9.00	Gary L. Oden, Professor/Acting Chair	PHD	28	Tenured
9.00	Erica A. Pasquini, Assistant Professor	PHD	1	Probationary
9.00	Emily A. Roper, Associate Professor/Associate Dean	PHD	11	Tenured
9.00	Jose A. Santiago, Associate Professor	EDD	8	Tenured
9.00	Matthew C. Wagner, Associate Professor	PHD	8	Tenured
9.00	Mary L. Williams, Assistant Professor	EDD	3	Probationary
9.00	Ryan K. Zapalac, Associate Professor	PHD	11	Tenured

### Department of Population Health

9.00	Stephen L. Brown, Associate Professor	PHD	3	Probationary
9.00	Christine G. Cardinal, Assistant Professor	JD	1	Probationary
9.00	Rosanne S. Keathley, Professor/Associate Dean	PHD	22	Tenured
9.00	Stephen Nkansah-Amankra, Associate Professor	PHD	2	Probationary
9.00	Dhitinut Ratnapradipa, Professor	PHD	1	Tenured
9.00	Amanda W. Scarbrough, Assistant Professor	PHD	3	Probationary
9.00	Yue Xie, Assistant Professor	PHD	2	Probationary

9.00	Miguel A. Zuniga, Associate Professor	DPH	3	Tenured
<b>School of Nursing</b>				
9.00	Lilibeth C. Al-Kofahy, Associate Professor	PHD	4	Probationary
9.00	Susan P. McCormick, Assistant Professor	PHD	2	Probationary
9.00	Marianne F. Moore, Assistant Professor	MSN	3	Probationary
9.00	C. Denise Neill, Associate Professor/Acting Chair	PHD	3	Probationary
9.00	Eloria Simon-Campbell, Assistant Professor	PHD	2	Probationary
9.00	Anne S. Stiles, Professor	PHD	5	Tenured
9.00	Kelly K. Zinn, Associate Professor	PHD	5	Probationary

## COLLEGE OF HUMANITIES AND SOCIAL SCIENCES

### Department of Communication Studies

9.00	Richard S. Bello, Professor	PHD	14	Tenured
9.00	Frances E. Brandau-Brown, Professor	PHD	16	Tenured
9.00	Yixin Chen, Assistant Professor	PHD	3	Probationary
9.00	Terry M. Thibodeaux, Professor/Department Chair	PHD	30	Tenured
9.00	Melinda R. Weathers, Assistant Professor	PHD	1	Probationary
9.00	Shuangyue Zhang, Associate Professor	PHD	12	Tenured

### Department of English

9.00	Ira R. Adams, Professor	PHD	45	Tenured
9.00	Kimberly K. Bell, Professor/Dean	PHD	15	Tenured
9.00	Tracy E. Bilsing, Associate Professor/Assistant Dean	PHD	27	Tenured
9.00	Brian D. Blackburne, Associate Professor	PHD	8	Tenured
9.00	Jacob D. Blevins, Professor/Department Chair	PHD	1	Tenured
9.00	Elizabeth C. Chen, Assistant Professor	PHD	1	Probationary
9.00	Paul W. Child, Professor	PHD	24	Tenured
9.00	Lee F. Courtney, Professor	PHD	45	Tenured
9.00	Michael T. Demson, Assistant Professor	PHD	6	Probationary
9.00	Robert E. Donahoo, Professor	PHD	25	Tenured
9.00	Diane K. Dowdey, Associate Professor	PHD	28	Tenured
9.00	Olivia C. Friedman, Assistant Professor	PHD	1	Probationary
9.00	Julie E. Hall, Professor	PHD	25	Tenured
9.00	S. Helena Halmari, Professor	PHD	22	Tenured
9.00	Darci N. Hill, Professor	PHD	28	Tenured
9.00	Scott A. Kaukonen, Associate Professor	PHD	11	Tenured
9.00	M. Douglas Krienke, Professor	PHD	49	Tenured
9.00	Nicolas J. Lantz, Assistant Professor	MFA	5	Probationary
9.00	Audrey D. Murfin, Assistant Professor	PHD	5	Probationary
9.00	Carroll F. Nardone, Associate Professor/Associate Dean	PHD	17	Tenured
9.00	Jason M. Payton, Assistant Professor	PHD	4	Probationary
9.00	Deborah L. Phelps, Professor	PHD	26	Tenured
9.00	April A. Shemak, Associate Professor	PHD	12	Tenured
9.00	Kandi A. Tayebi, Professor	PHD	18	Tenured
9.00	Linda J. Webster, Professor	PHD	24	Tenured
9.00	Eugene O. Young, Professor	PHD	25	Tenured

### Department of History

9.00	Nancy E. Baker, Associate Professor	PHD	11	Tenured
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9.00	Rosanne M. Barker, Associate Professor	PHD	25	Tenured
9.00	Jadwiga M. Biskupska, Assistant Professor	PHD	2	Probationary
9.00	Robert T. Cashion, Professor	PHD	18	Tenured
9.00	Thomas H. Cox, Associate Professor	PHD	11	Tenured
9.00	Jeremiah R. Dancy, Assistant Professor	PHD	4	Probationary
9.00	Brian F. Domitrovic, Associate Professor/Department Chair	PHD	12	Tenured
9.00	M. Pinar Emiraliloglu, Associate Professor	PHD	3	Probationary
9.00	Charles V. Heath, II, Associate Professor	PHD	9	Tenured
9.00	Brian M. Jordan, Assistant Professor	PHD	2	Probationary
9.00	Jeffrey L. Littlejohn, Associate Professor	PHD	12	Tenured
9.00	David C. Mayes, Associate Professor	PHD	13	Tenured
9.00	James S. Olson, Distinguished Professor	PHD	45	Tenured
9.00	Nicholas C. J. Pappas, Professor	PHD	27	Tenured
9.00	Benjamin E. Park, Assistant Professor	PHD	1	Probationary
9.00	Wesley G. Phelps, Assistant Professor	PHD	5	Probationary
9.00	Bernadette Pruitt, Associate Professor	PHD	16.5	Tenured
9.00	Uzma Quraishi, Assistant Professor	PHD	4	Probationary
9.00	Stephen H. Rapp, Jr., Professor	PHD	5	Tenured
9.00	Eric Vanden Bussche, Assistant Professor	PHD	1	Probationary

**Department of Political Science**

9.00	Robin M. Bittick, Associate Professor	PHD	12	Tenured
9.00	Jonathan N. Brown, Assistant Professor	PHD	3	Probationary
9.00	Rhonda L. Callaway, Associate Professor/Acting Dean	PHD	12	Tenured
9.00	William E. Carroll, Associate Professor	PHD	27	Tenured
9.00	Fatih Demiroz, Assistant Professor	PHD	2	Probationary
9.00	John C. Domino, Professor	PHD	28	Tenured
[2]	9.00 Jason S. Enia, Associate Professor	PHD	7	Tenured
9.00	Heather K. Evans, Associate Professor	PHD	8	Tenured
9.00	Thomas W. Haase, Assistant Professor	PHD	2	Probationary
9.00	Masoud Kazemzadeh, Associate Professor	PHD	12	Tenured
9.00	Mitzi L. Mahoney, Assistant Professor	PHD	29	Tenured
9.00	Kenneth B. McIntyre, Associate Professor	PHD	4	Tenured
9.00	Eric P. Svensen, Assistant Professor	PHD	1	Probationary
[2]	9.00 Stacy G. Ulbig, Professor	PHD	10	Tenured
9.00	Tamara A. Waggener, Associate Professor/Department Chair	PHD	18	Tenured
9.00	R. Clayton Wukich, Assistant Professor	PHD	5	Probationary

**Department of Psychology and Philosophy**

9.00	Jeffrey S. Anastasi, Associate Professor	PHD	11	Tenured
9.00	Jamie L. Anderson, Assistant Professor	MS	1	Probationary
9.00	Courtney S. Banks, Assistant Professor	PHD	1	Probationary
9.00	Marcus T. Boccaccini, Professor	PHD	14	Tenured
9.00	Maria D. Botero-Jaramillo, Assistant Professor	PHD	6	Probationary
9.00	A. Jerry Bruce, Jr., Professor/Associate Dean	PHD	47	Tenured
9.00	Mary A. Conroy, Distinguished Professor	PHD	20	Tenured
9.00	James W. Crosby, Associate Professor	PHD	9	Tenured
9.00	Donna M. Desforjes, Professor	PHD	16	Tenured
9.00	Frank K. Fair, Professor	PHD	46	Tenured
9.00	Stuart W. Gurley, Assistant Professor	PHD	4	Probationary

9.00	Marsha J. Harman, Professor	PHD	23	Tenured
9.00	Craig E. Henderson, Professor	PHD	12	Tenured
9.00	Hillary A. Langley, Assistant Professor	PHD	1	Probationary
9.00	Rowland S. Miller, Distinguished Professor	PHD	39	Tenured
9.00	Benjamin Mitchell-Yellin, Assistant Professor	PHD	2	Probationary
9.00	David V. Nelson, Associate Professor	PHD	12	Tenured
9.00	Ramona M. Noland, Associate Professor	PHD	14	Tenured
9.00	Glenn M. Sanford, Professor/Acting Associate Dean	PHD	19	Tenured
9.00	Teow C. Sim, Assistant Professor	PHD	28	Tenured
9.00	Jorge G. Varela, Associate Professor	PHD	9	Tenured
9.00	Amanda C. Venta, Assistant Professor	PHD	2	Probationary
9.00	D. Christopher Wilson, Professor/Department Chair	PHD	28	Tenured

#### **Department of Sociology**

	9.00	Alessandro Bonanno, Distinguished Professor	PHD	21	Tenured
	9.00	Emily R. Cabaniss, Assistant Professor	MA	3	Probationary
	9.00	Jin Young Choi, Associate Professor	PHD	11	Tenured
	9.00	Douglas H. Constance, Professor	PHD	20	Tenured
	9.00	Furjen Deng, Professor/Department Chair	PHD	27	Tenured
	9.00	Karen M. Douglas, Associate Professor	PHD	12	Tenured
	9.00	Michael W.P. Fortunato, Assistant Professor	PHD	4	Probationary
	9.00	Maki Hatanaka, Associate Professor	PHD	6	Tenured
	9.00	Tzeli Hsu, Assistant Professor	PHD	2	Probationary
[2]	9.00	Jason T. Konefal, Associate Professor	PHD	8	Tenured
	9.00	Lee M. Miller, Associate Professor	PHD	12	Tenured
	9.00	James B. Stykes, Assistant Professor	PHD	2	Probationary
	9.00	Gene L. Theodori, Professor	PHD	10	Tenured

#### **Department of World Languages and Cultures**

	9.00	Debra D. Andrist, Professor	PHD	10	Tenured
	9.00	Maria H. Barker, Assistant Professor	PHD	3	Probationary
	9.00	Shirin E. Edwin, Associate Professor	PHD	12	Tenured
	9.00	Maria M. Feu-Lopez, Assistant Professor	PHD	4	Probationary
	9.00	Leif M. French, Professor/Department Chair	PHD	2	Tenured
	9.00	Frieda C. Koeninger, Associate Professor	PHD	22	Tenured
	9.00	Ervin Malakaj, Assistant Professor	PHD	1	Probationary
	9.00	Enrique Mallen, Professor	PHD	10	Tenured
	9.00	Rafael E. Saumell-Munoz, Professor	PHD	25	Tenured
	9.00	Manuel Triano-Lopez, Associate Professor	PHD	7	Tenured
	9.00	Samar M. Zahrawi, Assistant Professor	PHD	3	Probationary

#### **COLLEGE OF SCIENCE AND ENGINEERING TECHNOLOGY**

##### **Department of Agricultural Sciences and Engineering Technology**

	9.00	Mark J. Anderson, Assistant Professor	PHD	4	Probationary
	9.00	Iftekhar I. Basith, Assistant Professor	PHD	0	Probationary
	9.00	Marcy M. Beverly, Professor	PHD	16	Tenured
	9.00	Danhong Chen, Assistant Professor	PHD	1	Probationary
	9.00	Tareq I. Ismail, Assistant Professor	PHD	1	Probationary
	9.00	Stanley F. Kelley, Professor/Department Chair	PHD	24	Tenured
	9.00	Robert A. Lane, Professor	PHD	35	Tenured

9.00	Junkun Ma, Associate Professor	PHD	1	Probationary
9.00	Foy D. Mills, Jr., Professor	PHD	5	Tenured
9.00	Joe E. Muller, Professor	PHD	19	Tenured
9.00	Nedom C. Muns, Professor	EDD	38	Tenured
9.00	Shyam S. Nair, Assistant Professor	PHD	3	Probationary
9.00	Timothy R. Pannkuk, Associate Professor	PHD	8	Tenured
9.00	Dwayne Pavelock, Professor	EDD	16	Tenured
9.00	Nibert Saltibus, Assistant Professor	PHD	2	Probationary
9.00	P. Ryan Saucier, Assistant Professor	PHD	2	Probationary
9.00	Kyle J. Stutts, Associate Professor	PHD	10	Tenured
9.00	Min J. Suh, Assistant Professor	PHD	2	Probationary
9.00	Douglas R. Ullrich, Jr., Professor/Coordinator	EDD	21	Tenured
9.00	Lawrence A. Wolfskill, Assistant Professor	PHD	6	Probationary
9.00	Faruk Yildiz, Associate Professor	DIT	9	Tenured

#### Department of Biological Sciences

9.00	Sibyl R. Bucheli, Associate Professor	PHD	9	Tenured
9.00	Madhusudan Choudhary, Associate Professor	PHD	9	Tenured
9.00	Tamara J. Cook, Professor	PHD	18	Tenured
9.00	Juan D. Daza Vaca, Assistant Professor	PHD	2	Probationary
9.00	Anne R. Gaillard, Associate Professor/Associate Dean	PHD	13	Tenured
9.00	Chad W. Hargrave, Associate Professor/Department Chair	PHD	11	Tenured
9.00	James M. Harper, Assistant Professor	PHD	5	Probationary
9.00	Joan E. N. Hudson, Associate Professor	PHD	26	Tenured
9.00	Patrick J. Lewis, Professor/Associate Dean	PHD	11	Tenured
9.00	Aaron M. Lynne, Associate Professor	PHD	9	Tenured
9.00	Diane L. Neudorf, Professor	PHD	18	Tenured
9.00	Todd P. Primm, Professor	PHD	12	Tenured
9.00	Christopher P. Randle, Associate Professor	PHD	11	Tenured
9.00	Monte L. Thies, Professor	PHD	25	Tenured
9.00	Justin K. Williams, Associate Professor	PHD	15.5	Tenured
9.00	Jeffrey R. Wozniak, Assistant Professor	PHD	5	Probationary

#### Department of Chemistry

9.00	Benny E. Arney, Jr., Professor	PHD	29	Tenured
9.00	Thomas G. Chasteen, Professor	PHD	26	Tenured
9.00	Dustin E. Gross, Assistant Professor	PHD	5	Probationary
9.00	Donovan C. Haines, Associate Professor	PHD	9	Tenured
9.00	Richard E. Norman, Professor/Department Chair	PHD	12	Tenured
[1] 9.00	Ilona Petrikovics, Professor	PHD	9.5	Tenured
9.00	David E. Thompson, Associate Professor	PHD	8	Tenured
9.00	Adrian Villalta-Cerdas, Assistant Professor	PHD	1	Probationary
9.00	Darren Lee Williams, Professor	PHD	13	Tenured
9.00	Christopher M. Zall, Assistant Professor	PHD	1	Probationary

#### Department of Computer Science

9.00	Min K. An, Assistant Professor	PHD	4	Probationary
9.00	David S. Burris, Professor	PHD	39	Tenured
9.00	Hyuk Cho, Associate Professor	PHD	9	Tenured
9.00	Peter A. Cooper, Professor/Department Chair	PHD	20	Tenured

9.00	Umit Karabiyik, Assistant Professor	PHD	2	Probationary
9.00	Qingzhong Liu, Associate Professor	PHD	7	Tenured
9.00	Timothy J. McGuire, Associate Professor	PHD	18	Tenured
9.00	Khaled M. Rabieh, Assistant Professor	PHD	1	Probationary
9.00	Li-Jen Y. Shannon, Associate Professor	EDD	9	Tenured
9.00	Narasimha K. Shashidhar, Associate Professor	PHD	7	Tenured
9.00	Gary W. Smith, Associate Professor	PHD	19	Tenured
9.00	Donggil Song, Assistant Professor	PHD	2	Probationary
9.00	Cihan Varol, Associate Professor	PHD	8	Tenured
9.00	Mingkui Wei, Assistant Professor	PHD	1	Probationary
9.00	Bing Jenny Zhou, Assistant Professor	PHD	5	Probationary

#### **Department of Geography and Geology**

9.00	Gary D. Acton, Associate Professor	PHD	4	Tenured
9.00	Samuel Adu-Prah, Assistant Professor	PHD	4	Probationary
9.00	Donald P. Albert, Professor	PHD	18	Tenured
9.00	Brian J. Cooper, Associate Professor/Department Chair	PHD	35	Tenured
9.00	Ben M. Gillespie, Associate Professor/Associate Dean	PHD	15	Tenured
9.00	Gang Gong, Associate Professor	PHD	12	Tenured
9.00	Ross J. Guida, Assistant Professor	PHD	1	Probationary
9.00	John P. Harris, Assistant Professor	PHD	6	Probationary
9.00	Joseph C. Hill, Associate Professor	PHD	9	Tenured
9.00	Mark R. Leipnik, Professor	PHD	21	Tenured
9.00	Falguni S. Mukherjee, Associate Professor	PHD	7	Tenured
9.00	Velvet A. Nelson, Associate Professor	PHD	10	Tenured
9.00	John B. Strait, Professor	PHD	11	Tenured
9.00	Jonathan B. Sumrall, Assistant Professor	PHD	4	Probationary
9.00	James W. Tiller, Jr., Professor	PHD	45	Tenured

#### **Department of Mathematics and Statistics**

9.00	John G. Alford, Associate Professor	PHD	11	Tenured
9.00	Ferry B. Butar, Professor	PHD	19	Tenured
9.00	Scott T. Chapman, Professor	PHD	9	Tenured
9.00	Max W. Coleman, Professor	EDD	51	Tenured
9.00	Beth L. Cory, Associate Professor	PHD	12	Tenured
9.00	Brandy G. Doleshal, Assistant Professor	PHD	5	Probationary
9.00	Rebecca E. Garcia, Associate Professor	PHD	13	Tenured
9.00	Luis D. Garcia-Puente, Associate Professor	PHD	10	Tenured
9.00	Cecil R. Hallum, Professor	PHD	26	Tenured
9.00	Damon M. Hay, Associate Professor	PHD	5	Tenured
9.00	Melinda A. Holt, Professor	PHD	12	Tenured
9.00	William A. Jasper, Professor	PHD	17	Tenured
9.00	Dustin L. Jones, Associate Professor	PHD	11	Tenured
9.00	Ram C. Kafle, Assistant Professor	PHD	3	Probationary
9.00	Mark L. Klespis, Professor	PHD	22	Tenured
9.00	Brian M. Loft, Associate Professor/Department Chair	PHD	13	Tenured
9.00	Martin E. Malandro, Associate Professor	PHD	9	Tenured
9.00	Taylor E. Martin, Assistant Professor	PHD	4	Probationary
9.00	Stephen M. Scariano, Professor	PHD	9	Tenured
9.00	Jon W. Short, Associate Professor	PHD	16	Tenured



9.00	Ken W. Smith, Professor	PHD	10	Tenured
9.00	Mary B. Swarthout, Associate Professor	PHD	18.5	Tenured
9.00	Edward W. Swim, Associate Professor	PHD	7	Tenured
9.00	Jianzhong Wang, Professor	PHD	21	Tenured
9.00	Li-An D. Wang, Assistant Professor	PHD	2	Probationary
9.00	Ananda B. Wathurawa Manage, Associate Professor	PHD	11	Tenured
9.00	Linda R. Zientek, Associate Professor	PHD	10	Tenured

**Department of Physics**

9.00	Hui Fang, Associate Professor	PHD	11	Tenured
9.00	Barry A. Friedman, Professor	PHD	28	Tenured
9.00	Carol R. James, Professor	PHD	18	Tenured
9.00	Gan Liang, Professor	PHD	27	Tenured
9.00	Charles R. Meitzler, Associate Professor	PHD	28	Tenured
9.00	Scott T. Miller, Associate Professor	PHD	9	Tenured
9.00	Joel W. Walker, Associate Professor/Department Chair	PHD	10	Tenured

**NEWTON GRESHAM LIBRARY**

**Newton Gresham Library**

12.00	Erin E. Cassidy, Associate Professor	MS	10	Tenured
12.00	Ashley B. Crane, Assistant Professor	MLIS	1	Probationary
12.00	Susan G. Elkins, Assistant Professor	MLIS	1	Probationary
12.00	Michael J. Hanson, Assistant Professor	MLS	2	Probationary
12.00	Soo-Yeon Hwang, Assistant Professor	PHD	1	Probationary
12.00	J. Ann Jerabek, Associate Professor	MAR/MLS	29	Tenured
12.00	Dianna L. Kim, Assistant Professor	MS	1	Probationary
12.00	Michelle M. Martinez, Associate Professor	MS	9	Tenured
12.00	Tami L. Melancon, Assistant Professor	MLIS	3	Probationary
12.00	Katherine L. Mueller, Assistant Professor	MSLS	5	Probationary
12.00	Teri L. Oparanozie, Assistant Professor	MA/MS	25	Tenured
12.00	Lisa C. Shen, Associate Professor	MLIS	8	Tenured
12.00	Stephen T. Shotwell, Assistant Professor	MS	1	Probationary
12.00	Susan D. Strickland, Associate Professor	MLS	18	Tenured
12.00	Molly M. Thompson, Assistant Professor	MS	5	Probationary
12.00	Zachary A. Valdes, Assistant Professor	MSLS	5	Probationary
12.00	W. Cole Williamson, Assistant Professor	MS	3	Probationary

[1]	Faculty Development Leave Academic Year 2017-2018 (fall semester only)	1.00 FTE
[2]	Faculty Development Leave Academic Year 2017-2018 (spring semester only)	1.00 FTE
[3]	Faculty Development Leave Academic Year 2017-2018 (fall and spring semesters)	.50 FTE
[4]	Leave of Absence Academic Year 2017-2018 (fall and spring semesters)	1.00 FTE

# SAM HOUSTON STATE UNIVERSITY

## ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

### ADDITIONS

1. Blank, Stephen, ERP Analyst II, Information Technology Enterprise Services, at a 12-month rate of \$54,768, on a full-time basis effective February 6, 2017.
2. Cramsey, Timothy, Coach Assistant Head Football, Athletics, at a 12-month rate of \$110,016, on a full-time basis effective January 25, 2017.
3. Kusch, Leif, System Administrator I, Information Technology Infrastructure and Support, at a 12-month rate of \$51,024, on a full-time basis effective March 8, 2017.
4. McKernan, Stephen, Associate Dean of Clinical Affairs, Osteopathic Medicine, at a 12-month rate of \$300,000, on a full-time basis effective January 17, 2017.
5. Mehalick, Janet, Nurse Practitioner Advanced, Health Center, at a 12-month rate of \$81,744, on a full-time basis effective February 1, 2017.
6. Mills, Kristy, Assistant Director of Financial Aid, Financial Aid, at a 12-month rate of \$53,064, on a full-time basis effective January 1, 2017.
7. Nerren, Jannah, Associate Dean of College, National Council for Accreditation of Teacher Education, at a 12-month rate of \$118,008, on a full-time basis effective January 16, 2017.

### CHANGES IN STATUS

1. Ainsworth, Christopher, Technician III to System Administrator I, Information Technology Infrastructure and Support, no change in pay, effective March 1, 2017.
2. Begnaud, Steven, Specialist III Student Activities Program Coordinator to Assistant Director I of Student Activities, Student Activities, at a 12-month rate of \$47,496, effective January 16, 2017.
3. Campbell, Brent, ERP Analyst IV to Senior ERP Analyst I, Information Technology Enterprise Services, at a 12-month rate of \$77,184, effective January 16, 2017.
4. Campbell, Casey, Senior Enterprise Resource Planning Analyst I to Senior Enterprise Resource Planning Analyst II, Information Technology Enterprise Services, at a 12-month rate of \$90,264, effective January 16, 2017.
5. Carlin, Clayton, Coach Assistant Football to Coach Assistant Head Football, Athletics, at a 12-month rate of \$110,016, effective March 16, 2017.
6. Castleberry, Arica, Career Services Counselor to Coordinator III Criminal Justice Student Services, College of Criminal Justice Marketing and Advertising, at a 12-month rate of \$48,000, effective February 1, 2017.
7. Eglsaer, Richard, Interim Provost to Provost and Vice President for Academic Affairs, Office of the Provost and Vice President for Academic Affairs, at a 12-month rate of \$259,032, effective February 1, 2017.
8. Fujimoto-Strait, Ava, Lecturer to Lab Coordinator for Geography and Geology, Department of Geography and Geology, at a 12-month rate of \$50,016, effective January 23, 2017.
9. Garcia Lizama, Jose, Technician II to Information Technology Security Administrator, Information Technology Security, at a 12-month rate of \$56,160, effective December 16, 2016.
10. Goodman, Yujie, ERP Data Administrator III to ERP Planning Database Administrator IV, Information Technology Enterprise Services, at a 12-month rate of \$72,984, effective January 16, 2017.
11. Hurst, Ann, Project Manager to Project Director, Criminal Justice Center Correctional Management Institute, at a 12-month rate of \$73,920, effective January 16, 2017.
12. McKerral, Deborah, Executive Assistant to Vice President for Information Technology to Director, Information Technology, at a 12-month rate of \$92,448, effective January 16, 2017.
13. McRae, Brenda, Information Technology Project Manager II to Information Technology Manager III, Information Technology Project Management, at a 12-month rate of \$74,352, effective January 16, 2017.
14. O'Brine, Christopher, Director of Continuing Education and Correspondence to Executive Director of 60X30 Online Initiative, Distance Education and Learning Technologies for Academics, at a 12-month rate of \$90,000, effective February 16, 2017.

## SAM HOUSTON STATE UNIVERSITY

15. Robbins, Mary, Interim Vice Provost to Vice Provost, Office of the Provost and Vice President for Academic Affairs, at a 12-month rate of 199,020, effective March 1, 2017.
16. Shen, Lisa, Associate Professor to Associate Professor and Interim Library Director, Newton Gresham Library, at a 12-month rate of \$64,728, effective December 16, 2016.
17. Shupp, Susanna, Specialist V Integrated Reading and Writing to Coordinator III Integrated Reading and Writing, Writing Center, at a 12-month rate of \$47,496, effective January 1, 2017.
18. Smith, Kendis, Specialist IV Academic Success Center to Assistant Director I Academic Success Center, Writing Center, at a 12-month rate of \$47,496, effective January 1, 2017.
19. Taylor, Matthew, Network Architect II to Network Architect III, Information Technology Infrastructure and Support, at a 12-month rate of \$67,944, effective January 16, 2017.
20. Williams, Steven, System Administrator IV to Technical Architect, Information Technology Infrastructure and Support, at a 12-month rate of \$92,688, effective January 16, 2017.
21. Wood, Amanda, Project Coordinator to Project Director, College of Criminal Justice, at a 12-month rate of \$73,920, effective January 16, 2017.

### **DISMISSALS**

1. None

### **RESIGNATIONS**

1. Couvillion, Kelli, Executive Director of Global Center for Journalism and Democracy, International Media Center, effective December 15, 2016.
2. Crawford, Corey, System Administrator IV, Information Technology Infrastructure and Support, effective January 6, 2017.
3. Harvel, Courtney, Assistant Controller Financial Reporting, Controller, effective December 31, 2016.
4. Khan, Mohammad, Director of Facilities Management Business Services, Facilities Management, effective February 28, 2017.
5. Longo, Philip, Coach Assistant Head Football, Athletics, effective December 31, 2016.
6. Mathie, Kimberly, Instructional Designer, Distance Education and Learning Technologies for Academics, effective December 31, 2016.
7. Padilla, Maria, Assistant Director of Online Course Development, Distance Education and Learning Technologies for Academics, effective March 3, 2017.
8. Peacock, Brandy, Proposal Administrator, College of Health Sciences Office of the Dean, effective February 15, 2017.
9. Saxton, Melanie, Assistant Director of Marketing and Guest Services, Residence Life, effective January 15, 2017.
10. Sherrod, Bradley, Coach Assistant Head Football, Athletics, effective February 15, 2017.
11. Valdivia, Giovanni, Manager III, Raven's Nest Restaurant, effective January 31, 2017.

### **RETIREMENTS**

1. None

### **DEATHS**

1. None

### **COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. Branton, Luke, effective February 16, 2017.

**SHSU - Nominations for Re-Employment of Administrative Personnel 2017-2018**

<u>Months</u>	<u>Name, Title, Division/Department</u>	<u>Degree</u>	<u>SHSU Exp.(Yr.)</u>	<u>Tenure</u>
12	Dana G. Hoyt, President/Professor President's Office/Accounting	PHD/CPA	8	Yes
12	Richard F. Eglsaer, Provost & Vice President/Professor Academic Affairs/Psychology	PHD	34	Yes
12	Carlos Hernandez, Vice President for Finance and Operations	EDD/CPA	3	
12	Frank R. Holmes, Vice President for University Advancement	BA	15	
12	Heather V. Thielemann, Vice President Enrollment Management	EDD	13	
12	Frank E. Parker, Vice President for Student Affairs	MA	37	
12	Mark C. Adams, Vice President for Information Technology	MS	26	
12	Bobby R. Williams, Jr., Director, Athletics	MS	35	
12	Kathy J. Gilcrease, Chief of Staff, President's Office	MBA	18	
12	Mary Robbins, Vice Provost/Professor Academic Affairs/Literacy Education	EDD	27	Yes
12	Ken Hendrickson, Dean/Professor Graduate Studies/History	PHD	22	Yes
12	Mitchell J. Muehsam, Dean/Professor College of Business Administration/Business Analysis	PHD	28	Yes
12	Phillip Lyons, Dean/Professor College of Criminal Justice/Criminal Justice	JD/PHD	22	Yes
12	John Pascarella, Dean/Professor College of Sciences/Biological Sciences	PHD	5	Yes
12	Ron Shields, Dean/Professor College of Arts and Mass Communication/Speech	PHD	4	Yes
12	Stacey Edmonson, Dean/Professor College of Education/Education	EDD	17	Yes
12	Abbey Zink, Dean/Professor College of Humanities and Social Sciences/English	PHD	3	Yes
12	TBN, Dean, Health Sciences			
12	Charles Henley, Dean of Osteopathic Medicine	DO	.5	
12	Ann H. Holder, Director, Library Services	MLS	38	
12	TBD, Associate Vice President/Professor Research and Special Programs/			
12	William L. Angrove, Associate Vice President for Distance Learning	EDD	8	
12	Somer Franklin, Associate Vice President for Academic Affairs	EDD	17	
12	Juan Nunez, Associate Vice President for Facilities Mgmt	BS	1	
12	TBN, Controller			
12	David Hammonds, Associate VP Human Resources/Risk Mgmt	MBA	7	
12	Keith E. Jenkins, Associate Vice President for Student Affairs	EDD	27	
12	Kris Kaskel-Ruiz, Associate Vice President for Marketing/Comm	MBA	10	
12	Scot Mertz, Associate Vice President for Enrollment Management	MBA	10	
12	Thelma Mooney, Associate Vice President for Advancement	BBA	12	
12	Charlie Vienne, Associate Vice President for Alumni Relations	MS	11	
12	T.J. Harris, Associate Vice President for Infrastructure – IT	MAS	2	
12	TBN, Associate Vice President for Enterprise Services - IT			
12	Terry Blaylock, Associate Vice President for Client Services – IT	BBA	1	
12	Leah Mulligan, Associate VP for Enrollment Comm/On-Line	EDD	15	
12	Sylvia Rappe, Assistant VP for Finance and Operations	BBA	2	
12	Andrew Miller, Assistant Vice President for Student Affairs	PHD	13	
12	Kristy Vienne, Assistant Vice President for Student Affairs	EDD	11	
12	Donna Artho, Assistant Vice President for Institutional Effectiveness	MBA	16	
12	Renee Starns, Executive Director of Procurement/Business Services	BBA	25	
12	Joellen N. Tipton, Executive Director, Residence Life	MA	29	
12	Angie Taylor, Director of Admissions	MED	14	
12	John Yarabeck, Dean of Students	MED	14	
12	Dave Verghese, Treasurer	MS	3	
12	Teresa Ringo, Registrar	MA	32	
12	Kevin H. Morris, Director, Public Safety Services	MS	23	
12	Kelly R. Bielamowicz, Director, Audits and Analysis	MBA/CPA	18	

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

### **FACULTY PERSONNEL CHANGES**

#### **RESIGNATIONS**

1. Seawell, Rita, Ph.D., Associate Professor, Education, effective May 31, 2017.

#### **RETIREMENTS**

1. Schwab, Gregory, M.F.A, Professor, Theatre, effective July 31, 2017

#### **LEAVE OF ABSENCE**

1. None to report.

#### **NON-REAPPOINTMENTS**

1. None to report.

#### **CHANGES IN STATUS**

1. Kinucan, Robert, Ph.D., Professor and Dean of Agricultural and Natural Resource Science to Associate Provost for Research, Professor, and Dean of Animal and Natural Resource Science, at a twelve months' salary rate of \$128,658.00, effective April 1, 2017.

#### **PROMOTION TO ASSOCIATE PROFESSOR**

1. Estopp, Christopher, Associate Professor, Animal Science, effective September 1, 2017.
2. Ford, Karrin, Associate Professor, Music, effective September 1, 2017.
3. Peddie, Ian, Associate Professor with Tenure, Languages and Literature, effective September 1, 2017.
4. Qvarnstrom, Jeanne, Associate Professor, Education, effective September 1, 2017.
5. Tucker, Barbara, Associate Professor with Tenure, Education, effective September 1, 2017.
6. Watson, David, Associate Professor, Political Science and Public Administration, effective September 1, 2017.

#### **PROMOTION TO FULL PROFESSOR**

1. Terry, Martin, Professor, Biology, effective September 1, 2017.
2. Harveson, Patricia M., Professor, effective September 1, 2017.

#### **TENURE**

1. Clouse, Scarlet, Assistant Professor, Education, effective September 1, 2017.
2. Privitt, Galen, Associate Professor, Education, effective September 1, 2017.

#### **TERMINAL CONTRACTS**

1. Rubin, Mark, Ph.D., Assistant Professor of Homeland Security and Criminal Justice, effective May 31, 2017.

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

	NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
COLLEGE OF AG & NATURAL RES SCIENCES							
R	Cross, Josh	M.S.	Lect.-Pool	Natural Resource Management	27%	\$2,840	Spring 2017
N	Keeling, Jeff	M.S.	Lect.-Pool	Natural Resource Management	20%	\$2,130	Spring 2017
R	Mrozinski, Richard	B.S.	Lect.-Pool	Natural Resource Management	20%	\$15,000	Spring 2017
R	Pipes, Christopher	M.S.	Lect.-Pool	Natural Resource Management	20%	\$2,130	Spring 2017
R	Will, Paul	Ph.D.	Professor	Animal Science	100%	\$40,076	2016-2017
COLLEGE OF ARTS & SCIENCES							
R	Alsaeed, Ibrahim	Ph.D.	Lect.-Pool	Behavioral & Social Sciences	40%	\$4,260	Spring 2017
R	Bennack, Steven	M.A.	Lect.-Pool	Fine Arts & Communication	62%	\$6,626	Spring 2017
N	Breuvart, Valerie	M.F.A.	Lect.-Pool	Fine Arts & Communication	40%	\$4,260	Spring 2017
R	Castillo, Elizabeth	M.F.A.	Lect.-Pool	Fine Arts & Communication	20%	\$2,130	Spring 2017
R	Emerson, Mark	Ph.D.	Assoc Professor	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Fox, Caroline	M.Ed.	Lect.-Pool	Education	40%	\$4,260	Spring 2017
R	Gawolski, Joan	M.S.	Lect.-Pool	Biology, Geology & Physical Science	13%	\$1,360	Spring 2017
R	Giles, Anthony	M.S.	Lect.-Pool	Biology, Geology & Physical Science	27%	\$2,840	Spring 2017
R	Green, Julia	B.A.	Lect.-Pool	Biology, Geology & Physical Science	20%	\$2,130	Spring 2017
N	Grout, Jolie	M.A.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Hernandez, Thomas	M.S.	Lect.-Pool	Biology, Geology & Physical Science	13%	\$1,360	Spring 2017
R	Jordan, Charles	M.Ed.	Lect.-Pool	Biology, Geology & Physical Science	27%	\$2,840	Spring 2017
R	Keller, David	M.A.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Kim, Keonho	Ph.D.	Lect.-Pool	Biology, Geology & Physical Science	13%	\$1,360	Spring 2017
R	Lara, Kelly	B.A.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Larrinaga, Julianna	M.A.	Lect.-Pool	Languages & Literature	40%	\$4,260	Spring 2017
R	Leblanc, Robert	M.S.	Lect.-Pool	Biology, Geology & Physical Science	40%	\$4,260	Spring 2017

R	Marsh, Matthew	M.A.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Matthews, Ethel	B.A.	Lect.-Pool	Biology, Geology & Physical Science	13%	\$1,360	Spring 2017
R	McCall, Bobby	Ph.D.	Lect.-Pool	Behavioral & Social Sciences	40%	\$4,260	Spring 2017
R	Potts, Lana	J.D.	Lect.-Pool	Fine Arts & Communication	20%	\$2,130	Spring 2017
R	Powers, Andrea	Ph.D.	Professor	Behavioral & Social Sciences	100%	\$30,572	2016-2017
R	Rohr, David	Ph.D.	Professor	Biology, Geology & Physical Science	100%	\$48,965	2016-2017
R	Sawyer, Jay	M.F.A.	Asst. Professor	Fine Arts & Communication	20%	\$2,130	Spring 2017
R	Schenkman, Melissa	M.S.	Lect.-Pool	Biology, Geology & Physical Science	13%	\$1,360	Spring 2017
R	Scown, Barbara	M.S.	Lect.-Pool	Biology, Geology & Physical Science	27%	\$2,840	Spring 2017
R	Scown, Emery	M.A.	Lect.-Pool	Behavioral & Social Sciences	40%	\$4,260	Spring 2017
R	Six, Beverly	Ph.D.	Professor	Academic Affairs	20%	\$2,130	Spring 2017
R	Vargas, Dominique	M.A.	Lect.-Pool	Fine Arts & Communication	20%	\$2,130	Spring 2017
N	Velasco, Jessica	M.S.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Walter, Matthew	M.S.	Lect.-Pool	Behavioral & Social Sciences	40%	\$4,260	Spring 2017
R	Wilkerson, Heath	M.S.	Lect.-Pool	Behavioral & Social Sciences	20%	\$2,130	Spring 2017
R	Wren, Rebecca	M.Ed.	Lect.-Pool	Behavioral & Social Sciences	40%	\$4,260	Spring 2017

COLLEGE OF EDUCATION & PROFESSIONAL STUDIES

R	Barak, Shaun	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Spring 2017
R	Bullock, Ray	B.A.	Lect.-Pool	Industrial Technology	40%	\$4,260	Spring 2017
R	Cano, Eleazar	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Spring 2017
R	Castillo, Santiago	M.A.cc	Lect.-Pool	Business Administration	20%	\$2,130	Spring 2017
N	DeLaO, DeeDee	M.Ed.	Lect.-Pool	Kinesiology and Human Performance	100%	\$40,000	Spring 2017
N	Gluck, Martha	M.S.	Lect.-Pool	Education	23%	\$2,430	Spring 2017
R	Hayes, Ronda	M.Ed.	Lect.-Pool	Education	40%	\$4,260	Spring 2017
R	Hext, Sarah	B.A.	Lect.-Pool	Education	50%	\$5,325	Spring 2017
R	Kimberlin, Melissa	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Spring 2017

R	Lacox, Travis	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Spring 2017
R	Latham, Stefanie	Ph.D.	Lect.-Pool	Kinesiology & Human Performance	80%	\$8,520	Spring 2017
N	McGee Cobbs, Rochelle	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Spring 2017
N	Obinyan, Evaristus	Ph.D.	Lect.-Pool	Homeland Security & Criminal Justice	20%	\$2,130	Spring 2017
R	Olive, Tamara	Ph.D.	Lect.-Pool	Education	20%	\$2,130	Spring 2017
R	Schwartz, Mary	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Spring 2017
R	Scown, Russell	M.S.	Lect.-Pool	Homeland Security & Criminal Justice	40%	\$4,260	Spring 2017
R	Wadley, Cynthia	M.Ed.	Lect.-Pool	Education	40%	\$4,260	Spring 2017
R	Wallace, Paula	Ph.D.	Lect.-Pool	Education	20%	\$2,130	Spring 2017
R	Wassermann, Heidi	M.S.	Lect.-Pool	Education	60%	\$6,390	Spring 2017
R	Wickersham-Fish, Leah	Ph.D.	Lect.-Pool	Education	40%	\$4,260	Spring 2017
R	Will, Mazie	M.S./C.P.S.	Assoc. Professor	Industrial Technology	100%	\$30,787	2016-2017
R	Wren, Rebecca	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Spring 2017

RIO GRANDE COLLEGE

R	Accuna Ruiz, Valerie Marie	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Spring 2017
R	Cortez Walden, Lisa	Ph.D.	Lect.-Pool	Humanities	40%	\$4,260	Spring 2017
R	Davis, Richard	M.S.	Lect.-Pool	Natural & Behavioral Sciences	20%	\$2,130	Spring 2017
R	De La Cruz, Amado	M.Ed.	Lect.-Pool	Education	40%	\$4,260	Spring 2017
N	Garcia-Williams, Ileana	M.Ed.	Lect.-Pool	Humanities	40%	\$4,260	Spring 2017
R	Garza, Cristobal	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Spring 2017
R	Gomez, Cynthia	M.B.A.	Lect.-Pool	Humanities	40%	\$4,260	Spring 2017
R	Haylock, Pamela	Ph.D.	Lect.-Pool	Natural & Behavioral Sciences	40%	\$4,260	Spring 2017
R	Johnson, Dennie	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Spring 2017
R	Kohut, Darren	M.Ed.	Lect.-Pool	Natural & Behavioral Sciences	20%	\$2,130	Spring 2017
R	Lira, Rolando	MSN	Lect.-Pool	Natural & Behavioral Sciences	40%	\$4,260	Spring 2017
R	Nunley, Barbara	M.S.	Lect.-Pool	Business Administration	20%	\$2,130	Spring 2017
R	Ortiz, Rita	M.A.	Lect.-Pool	Humanities	20%	\$2,130	Spring 2017
R	Overfelt, Robert	Ph.D.	Professor	Humanities	20%	\$2,130	Spring 2017
R	Pena, Elizabeth	M.B.A.	Lect.-Pool	Humanities	40%	\$4,260	Spring 2017
R	Roethler, Jeremy	Ph.D.	Lect.-Pool	Humanities	40%	\$4,260	Spring 2017



R	Walden, Donald	Ph.D.	Lect.-Pool	English	100%	\$28,695	2016-2017
R	Watkins, Joy	M.Ed.	Lect.-Pool	Education	20%	\$2,130	Spring 2017
N	Wilson, Michele	Ph.D.	Lect.-Pool	Natural & Behavioral Sciences	40%	\$4,260	Spring 2017

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Smith, Dontavius, M.Ed., Assistant Offensive Coach, at a twelve months' salary rate of \$42,000.00, effective February 15, 2017.
2. Peebles, Katie, M.S., Head Women's Basketball Coach, at a twelve months' salary rate of \$48,000.00, effective April 24, 2017.

### **CHANGES IN STATUS**

1. Amparan, Melissa, Financial Aid Specialist to Assistant Director of Financial Aid, at a twelve months' salary rate of \$33,493.00, effective February 1, 2017.
2. Bones, Mary, Curator of Temporary Exhibits and Adult Programming to Interim Director of the Museum of the Big Bend, at a twelve months' salary rate of \$52,440.00, effective January 1, 2017.
3. Canaba, Troy, Lecturer and Head Women's Softball Coach to Head Women's Softball and Volleyball Coach, at a twelve months' salary rate of \$62,000.00, effective January 16, 2017.
4. Lynn, Charles, Equipment Manager and Part Time Faculty to Assistant Baseball Coach and Grounds Keeper, at a twelve months' salary rate of \$34,309.00, effective January 16, 2017.
5. Arredondo, Virginia, Secretary of Math to Assistant Director of Admissions and Records, at a twelve months' salary rate of \$35,000.00, effective February 13, 2017.
6. Pina, Clariza, Academic Retention Coordinator to Law Enforcement Training Coordinator, at a twelve months' salary rate of \$40,977.00, effective February 01, 2017.
7. Snyder, Brandy, Associate Director of Lob Den to Director of Lobo Den, at a twelve months' salary rate of \$47,949.00, effective February 1, 2017.
8. Stein, Kathy, Ed.D., Associate Professor of English and Director of the Academic Center for Excellence to Associate Professor of English and Executive Director of Student Success, at a twelve months' salary rate of \$62,643.00, effective February 1, 2017.
9. Gonzales, Monica, Interim Director of Gear Up to Director of Gear Up, at a twelve months' salary rate of \$47,000.00, effective April 1, 2017.

### **RESIGNATIONS**

1. Henson, Caleb, Head Women's Basketball Coach, Athletics, effective January 23, 2017.

### **RETIREMENTS**

1. None to report.

### **COMMISSIONING AND BONDING OF UNIVERSITY POLICE OFFICERS**

1. None to report.

## Sul Ross State University and Rio Grande College

### CONTINUING ADMINISTRATION AND FACULTY 2017-2018:

<u>Months</u>	<u>Name</u>	<u>Rank</u>	<u>Degree</u>	<u>Tenure</u>	<u>Exp</u>
<b>ADMINISTRATION</b>					
12	William L. Kibler, President and Professor of Education	Professor	Ph.D.	No	3
12	Leo G. Dominguez, Associate V.P. for University Services and Dean of Students		M.A.		23
12	Mary Beth Marks, Vice President for Enrollment Management		M.S.		5
12	David Gibson, Chief Information Officer		M.S.		4
12	John P. Sorrels, Vice President for Rio Grande College and Professor of Psychology	Professor	Ph.D.	Yes	6
12	Jim D. Case, Executive Vice President & Provost and Professor of Political Science	Professor	Ph.D.	Yes	36
12	Cesario E. Valenzuela, Vice President for Finance and Operations		M.B.A./ C.P.A.		33
12	James "Butch" Worley, Vice President External Affairs		J.D.		3
12	Jeanne Qvarnstrom, Assistant Vice President for Institutional Effectiveness, Director of the Teacher Education and Professor of Education		Ed.D.		5
12	Robert J. Kinucan, Associate Provost for Research and Dean of Agricultural and Natural Resource Sciences	Professor	Ph.D.	Yes	29
<b>FACULTY</b>					
<b>COLLEGE OF AGRICULTURAL AND NATURAL RESOURCE SCIENCES</b>					
<b>Animal Science</b>					
9	Scott A. Ericsson	Professor	Ph.D.	Yes	25
9	Christopher Estep, Faculty SACS Liaison and Chair	Asst. Professor	Ph.D.		5
9	Jamie Boyd	Asst. Professor	Ph.D.		1
9	Rebecca Splan	Assoc. Professor	Ph.D.		1
<b>Natural Resource Management</b>					
9	Bonnie J. Warnock, Chair	Professor	Ph.D.	Yes	17
12	Louis A. Harveson, Dir. of Borderlands Research	Professor	Ph.D.	Yes	19

9	Patricia M. Harveson	Assoc. Professor	Ph.D.	Yes	10
9	Ryan Luna	Asst. Professor	Ph.D.		4
9	Ryan O'Shaughnessy	Asst. Professor	Ph.D.		3
9	Whitney Gann	Lecturer	Ph.D.		2

## COLLEGE OF ARTS AND SCIENCES

### Academic Center for Excellence

9	Kathy Stein, Chair	Assoc. Professor	Ed.D.	Yes	9
10.5	Sandra S. Chambers, Assistant Athletic Director/Compliance Athletics	Lecturer	M.Ed.		10
9	Christopher Garcia	Lecturer	M.A.		11
9	Alex Hardison	Lecturer	B.S.		4
9	Julie Vega	Lecturer	M.A.		18
9	Cynthia McAlister	Lecturer	M.S.		1

### Behavioral and Social Sciences

12	James W. Downing, Dean of Arts and Sciences and Professor of Psychology	Professor	Ph.D.	Yes	25
9	Mark S. Saka, Chair	Professor	Ph.D.	Yes	22
9	David Watson	Asst. Professor	Ph.D.	Yes	9
9	Bibiana Gutierrez	Asst. Professor	Ph.D.		2
9	Tiffany Vincent	Asst. Professor	Ph.D.		2
9	Kendra Dehart	Instructor	M.A.		1
9	Jen McCormack	Asst. Professor	Ph.D.		1

### Biology, Geology and Physical Sciences

9	Christopher M. Ritzi, Chair	Professor	Ph.D.	Yes	13
9	Anirban Bhattacharjee	Asst. Professor	Ph.D.		3
9	Sean Graham	Asst. Professor	Ph.D.		3
9	Jessica Kelsch	Lecturer	M.S.		3
9	David Leaver	Asst. Professor	Ph.D.		3
9	Elizabeth A. Measures	Professor	Ph.D.	Yes	20
9	Martin Terry	Assoc. Professor	Ph.D.	Yes	14
9	Kevin M. Urbanczyk	Professor	Ph.D.	Yes	26
9	James C. Zech	Professor	Ph.D.	Yes	25
9	Yanfeng Yue	Asst. Professor	Ph.D.		2
9	Crystal Graham	Asst. Professor	Ph.D.		1

### Computer Science and Mathematics

9	Angela Brown, Chair	Asst. Professor	Ph.D.		5
9	Eric Funasaki	Asst. Professor	Ph.D.		6
9	Kris D. Jorgenson	Professor	Ph.D.	Yes	13
9	Kennard Laviere	Asst. Professor	Ph.D.		3
9	Marina Kimball	Lecturer	M.S.		2

<b>Fine Arts and Communication</b>					
9	Esther L. Rumsey, Chair	Professor	Ph.D.	Yes	16
9	Avram C. Dumitrescu	Asst. Professor	M.A.A.		5
9	Carol H. Fairlie	Professor	M.F.A.	Yes	21
9	Donald C. Freed	Professor	Ph.D.	Yes	12
9	Dona W. Roman	Professor	M.F.A.	Yes	19
9	Bret Scott	Asst. Professor	M.F.A.		4
9	Gregory Tegarden	Asst. Professor	M.F.A.		3
9	Karrin Ford	Asst. Professor	Ph.D.		2
9	Mary Thompson	Asst. Professor	Ph.D.		2
9	Jeffrey Meyer	Asst. Professor	Ph.D.		2
9	Marjorie Scott	Asst. Professor	M.F.A.		2
9	Stanley Standly	Lecturer	M.L.A.		
<b>Languages and Literature</b>					
9	Rosemary Briseno	Asst. Prof	Ph.D.		4
9	Theron Francis	Asst. Prof	Ph.D.		4
9	Ilda N. Gonzales	Lecturer	M.A.		10
12	Sharon L. Hileman, Dean	Professor	Ph.D.	Yes	32
9	Laura Payne, Chair	Professor	Ph.D.	Yes	12
9	Francine R. Richter	Assoc. Professor	Ph.D.	Yes	23
9	Susan Spring	Lecturer	M.A.		4
9	Filemon Zamora	Assoc. Professor	Ph.D.	Yes	8
9	Ian Peddie	Asst. Professor	Ph.D.		2
<b>Vocational Nursing</b>					
12	Kristin B. Wright, Clinical Instructor	Lecturer	L.P.N.		14
<b>COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES</b>					
<b>Business Administration</b>					
9	William C. Green, Chair	Professor	Ph.D.	Yes	23
9	Pamela C. Marett	Professor	Ph.D.	Yes	14
9	Linda S. McAnally	Lecturer	M.B.A.		32
9	Mary Jane Saucedo	Asst. Professor	Ph.D.		2
<b>Homeland Security and Criminal Justice</b>					
12	Shabazz, Hamin, Dean of Professional Studies	Professor	Ph.D.	Yes	1
9	Robert J. Hunter, Chair	Assoc. Professor	Ph.D.	Yes	20
9	Lori L. Rubenser	Professor	Ph.D.	Yes	18
9	Liza Ware	Lecturer	M.S.		4
<b>Education</b>					
9	Scarlet Clouse	Asst. Professor	Ed.D.		9
9	Galen Privitt	Assoc.	Ed.D.		5

9	Diana Rodriguez	Professor				
9	Rebecca Ann Schlosser	Instructor	M.A.			3
		Assoc.	Ed.D.	Yes		11
9	Glen Short	Professor				
9	Barbara Tucker, Chair	Lecturer	M.Ed.			3
9	James Blincoe	Asst. Professor	Ph.D.			6
		Assoc.	Ed.D.			2
		Professor	M.Ed			
<b>Industrial Technology</b>						
9	Joseph Velasco, Assoc. Professor of Communications and Chair of I.T.	Assoc.	Ph.D.	Yes		10
9	Scott J. Wasserman	Professor				
		Instructor	M.Ed			6
<b>Kinesiology and Human Performance</b>						
9	James N. Hector, Chair	Assoc.	Ed.D.	Yes		12
		Professor				
10.5	Bobby Mesker, Head Baseball Coach and Athletic Director	Lecturer	M.Ed.			9
10.5	Clarence Richardson, Assistant Football Coach,	Lecturer	M.Ed.			3
10.5	Tyler Card, Assistant Football Coach/ Offensive Line Coordinator	Lecturer	M.A.			3
10.5	Clifton S. Carroll, Head Men's Basketball Coach	Lecturer	M.S.			2
10.5	Raymond Canaba, Softball Coach	Lecturer	M.Ed.			2
9	Christopher Herrera	Asst. Professor	Ph.D.			2
9	Ray, Billy Jack	Instructor	Ed.D.			1
9	DeeDee DeLaO, Tennis Coach	Lecturer	M. Ed.			1
<b>COLLEGE OF GRADUATE STUDIES</b>						
12	Sharon L. Hileman, Dean of Graduate Studies	Professor	Ph.D.	Yes		32
<b>RIO GRANDE COLLEGE</b>						
<b>Business Administration</b>						
9	Terry Carson, Chair	Professor	Ph.D.			18
9	Efrain Adames	Assoc.	M.P.A.	Yes		14
		Professor				
9	Edison Moura	Professor	D.B.A.	Yes		10
9	Randal H. Stitts	Professor	Ph.D.	Yes		26
9	Thomas Matula	Professor	Ph.D.			1
<b>Education</b>						
12	Dorman W. Moore, Director	Professor	Ph.D.	Yes		10
9	Clay E. Baulch	Assoc.	Ed.D.	Yes		12
		Professor				
9	Maria G. Gear	Asst. Professor	Ed.D.			3
9	Monica E. Guitierrez	Professor	Ph.D.	Yes		14

9	Miriam Muniz-Quiz	Professor	Ph.D.	Yes	17
9	Fernando Z. Quiz	Professor	Ph.D.	Yes	17
9	Todd T. Russell	Professor	Ph.D.	Yes	19
9	Gina Stocks	Assoc. Professor	Ph.D.	Yes	9
9	Timothy L.-Y. Wilson	Professor	Ed.D.	Yes	24
9	Samuel Garcia	Professor	Ph.D.		2
	<b>Humanities</b>				
9	Veronica Mendez, Dean of Rio Grande College and Professor of Spanish	Professor	Ph.D.	Yes	1
9	Sarah Roche- Moreman, Chair	Professor	Ph.D.	Yes	18
9	Jorge A. Hernandez	Professor	Ph.D.	Yes	20
9	Christopher Davis	Asst. Professor	Ph.D.		2
9	Acevedo, Ana	Asst. Professor	Ph.D.		2
	<b>Natural and Behavioral Sciences</b>				
9	Patricia Nicosia, Chair	Professor	Ph.D.	Yes	15
9	Ferris R. Byxbe	Professor	Ph.D.	Yes	15
9	Tiffany Culver	Assoc. Professor	Ph.D.	Yes	8
9	Daniel H. Foley III	Professor	Ph.D.	Yes	14
9	Michael Ortiz	Assoc. Professor	Ph.D.		8
9	Martin Urbina	Professor	Ph.D.	Yes	8
9	Wesley D. Wynne	Professor	Ph.D.	Yes	14
9	Young, Kevin	Asst. Professor	Ph.D.		1

# Texas State University

## FACULTY PERSONNEL CHANGES

### CHANGES IN STATUS

1. Beebe, Steven A., from Regents' Professor, Communication Studies, to Interim Chair and Regents' Professor, Communication Studies, effective January 16, 2017.
2. Brennan, Mary C., from Chair and Professor, History, to Dean, College of Liberal Arts and Professor, History, effective September 1, 2017.
3. Mandziuk, Roseann M., from Interim Chair and Professor, Communication Studies, to Professor, Communication Studies, effective January 16, 2017.
4. Murphy, Angela F., from Professor, History, to Chair and Professor, History, effective September 1, 2017.
5. Opheim, Cynthia L., from Associate Provost and Professor, Political Science, to Professor, Political Science, effective January 1, 2017.
6. Sriraman, Vederaman, from University Distinguished Professor, Engineering Technology, to Associate Vice President for Academic Affairs and University Distinguished Professor, Engineering Technology, effective January 23, 2017.
7. Thorne, Debbie M., from Associate Vice President for Academic Affairs and Professor, Marketing, to Associate Provost and Professor, Marketing, effective January 1, 2017.

### LEAVE OF ABSENCE

1. McCabe, Terence W. Assistant Professor of Mathematics, effective Spring 2018.
2. Quijano, Margot C. Associate Professor of Finance and Economics, effective Fall 2017 and Spring 2018.

### RESIGNATION

1. Berno, Thomas C., Professor, Art and Design, effective January 15, 2017.
2. Booth, Rachell, Associate Professor, Chemistry and Biochemistry, effective August 31, 2017.
3. Herda, David N., Assistant Professor, Accounting, effective May 31, 2017.
4. Ingalls, Ricki G., Chair and Associate Professor, Computer Information Systems and Quantitative Methods, effective June 30, 2017.
5. Lee, Kimberly A., Assistant Professor, Health Administration, effective August 31, 2017.
6. Standiford, Anne E., Assistant Professor, Nursing, effective May 31, 2017.
7. Williams, James S., Associate Professor, Health and Human Performance, effective December 31, 2016.

### RETIREMENT

1. Bell, James D., Professor, Management, effective January 15, 2017.
2. Chavkin, Nancy F., Regents' Professor, Social Work and Director, Center for Applied Interdisciplinary Research, effective August 31, 2017.
3. Cohen, Paul N., Professor, English, effective May 31, 2017.
4. de la Teja, Jesús F., Regents' Professor and University Distinguished Professor, History, effective August 31, 2017.
5. Garofalo, Charles P., Professor, Political Science, effective May 31, 2017.
6. Grayson, Nancy J., Professor, English and Associate Dean, College of Liberal Arts, effective August 31, 2017.
7. Horne, Francis R., Professor, Biology, effective August 31, 2017.
8. Petersen, James F., Professor, Geography, effective May 31, 2017.
9. Wharton, Billy J., Instructor, Respiratory Care, effective August 31, 2017.

### APPOINTMENT WITH TENURE

1. Murillo, Luz A., Associate Professor of Curriculum and Instruction, effective September 1, 2017.
2. Smith, Patrick H., Professor of Curriculum and Instruction, effective September 1, 2017.



3. Timmerman, Charles E. Professor and Chair of Communication Studies, effective July 24, 2017.
4. Timmerman, Lindsay, M. Associate Professor of Communication Studies, effective September 1, 2017.
5. Wilde, William J., Professor of Engineering Technology, effective September 1, 2017.

### **APPOINTMENT OF RELATIVES**

1. Feakes, Debra A., Interim Chair and Professor of Chemistry and Biochemistry and Alejandro T. Martinez, Scientific Instrument Technician in Chemistry and Biochemistry.
2. Forstner, Michael R., Regents' Professor of Biology and David J. Stout, Program Faculty of Biology, and John H. Duvall-Jisha, Program Faculty of Biology.
3. Hennessy, Michael J., Dean of the College of Liberal Arts and Susan D. Tilka, Senior Lecturer of English.
4. Holschuh, Jodi P., Chair and Professor of Curriculum and Instruction and Douglas R. Holschuh, Senior Lecturer of Curriculum and Instruction.
5. Holtz, Mark W., Chair and Professor of Physics and University Chair in the Materials Science, Engineering, and Commercialization Program and Susan L. Holtz, Senior Lecturer of Physics.
6. Smart, Denise T., Dean of the McCoy College of Business Administration and Dennis L. Smart, Associate Professor of Management.
7. Warshauer, Max L., Regents' Professor of Mathematics and Director of Texas Mathworks and Hiroko K. Warshauer, Assistant Professor of Mathematics.
8. Watkins, Ann L., Chair and Professor of Accounting and Charles K. Kebodeaux, Clinical Assistant Professor of Accounting.
9. Wescott, Daniel J., Associate Professor of Anthropology and Deborah L. Cunningham, Lecturer of Anthropology.

### **PROMOTIONS:** (to become effective September 1, 2017)

#### **From: Associate Professor to Professor**

- Dr. Augustine Agwuele, Anthropology
- Dr. Vishag A. Badrinarayanan, Marketing
- Dr. Enrique P. Becerra, Marketing
- Dr. Matthew S. Brooks, Health Administration
- Dr. Natalie A. Ceballos, Psychology
- Dr. Patricia L. Denton, History
- Dr. Reiko Graham, Psychology
- Dr. Michelle Hamilton, Health and Human Performance
- Dr. Paul Hart, History
- Dr. Gwendolyn Hustvedt, Family and Consumer Sciences
- Dr. Rebecca L. Jackson, English
- Dr. Shayne E. Jones, Criminal Justice
- Dr. Sean M. Kerwin, Chemistry and Biochemistry
- Dr. Gloria P. Martínez, Sociology
- Dr. Sergio M. Martínez, Modern Languages
- Dr. Sandra Mayo, Theatre and Dance
- Dr. Rebecca Raphael, Philosophy
- Mr. Raúl I. Rodríguez, Music
- Dr. Aimee K. Roundtree, English
- Dr. Jaymeen Shah, Computer Information Systems and Quantitative Methods
- Dr. Jeremy J. Sierra, Marketing
- Dr. Robert T. Tally, Jr., English
- Dr. Daniel J. Wescott, Anthropology

#### **From: Assistant Professor to Associate Professor**

- Dr. Semih Aslan, Ingram School of Engineering
- Dr. Amy D. Benton, Social Work

Dr. Tania Betancourt, Chemistry and Biochemistry  
Dr. Emily K. Brunson, Anthropology  
Dr. Ivan Castro-Arellano, Biology  
Dr. David R. Dietrich, Sociology  
Dr. Willard M. Fields, III, Political Science  
Dr. Luther Kent Griffin, Health and Human Performance  
Dr. Paige Haber-Curran, Counseling, Leadership, Adult Education, and School Psychology  
Mr. Nicholas R. Henry, Respiratory Care  
Dr. Matthew Hood, Finance and Economics  
Dr. Hong-Gu Kang, Biology  
Dr. Timothy Kinard, Curriculum and Instruction  
Dr. Melissa A. Martinez, Counseling, Leadership, Adult Education, and School Psychology  
Dr. Kenneth D. Mix, Agriculture  
Dr. Araceli M. Ortiz, Curriculum and Instruction  
Dr. William Oxford, Music  
Dr. Wilhelmina Pizzini, Accounting  
Dr. Maria D. Resendiz, Communication Disorders  
Dr. Steven S. Spivey, Physical Therapy  
Dr. Shuying Sun, Mathematics  
Dr. Ellen D. Tillman, History  
Dr. Raymond F. Treinen, Mathematics  
Dr. Anna M. Turri, Marketing  
Dr. Shannon E. Weigum, Biology  
Dr. Carmen E. Westerberg, Psychology  
Dr. Nancy A. Wilson, English  
Dr. Richard T. Wilson, Marketing  
Dr. Qingkai Yu, Ingram School of Engineering  
Dr. Ziliang Zong, Computer Science

**TENURE:** (to become effective September 1, 2017)

Dr. Semih Aslan, Ingram School of Engineering  
Dr. Amy D. Benton, Social Work  
Dr. Tania Betancourt, Chemistry and Biochemistry  
Dr. Emily K. Brunson, Anthropology  
Dr. Ivan Castro-Arellano, Biology  
Dr. David R. Dietrich, Sociology  
Dr. Willard M. Fields, III, Political Science  
Dr. Luther Kent Griffin, Health and Human Performance  
Dr. Paige Haber-Curran, Counseling, Leadership, Adult Education, and School Psychology  
Mr. Nicholas R. Henry, Respiratory Care  
Dr. Matthew Hood, Finance and Economics  
Dr. Hong-Gu Kang, Biology  
Dr. Son Chae Kim, St. David's School of Nursing  
Dr. Timothy Kinard, Curriculum and Instruction  
Dr. Melissa A. Martinez, Counseling, Leadership, Adult Education, and School Psychology  
Dr. Kenneth D. Mix, Agriculture  
Dr. William Oxford, Music  
Dr. Wilhelmina Pizzini, Accounting  
Dr. Maria D. Resendiz, Communication Disorders

Dr. Aimee K. Roundtree, English  
 Dr. Shuying Sun, Mathematics  
 Dr. Ellen D. Tillman, History  
 Dr. Raymond F. Treinen, Mathematics  
 Dr. Anna M. Turri, Marketing  
 Dr. Shannon E. Weigum, Biology  
 Dr. Carmen E. Westerberg, Psychology  
 Dr. Nancy A. Wilson, English  
 Dr. Richard T. Wilson, Marketing  
 Dr. Qingkai Yu, Ingram School of Engineering  
 Dr. Ziliang Zong, Computer Science

**CONTINUING FACULTY 2016-2017**

<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>				
Dey, Madan M. Chair	Professor	Ph.D.	Yes	1
Angirasa, Aditi	Professor	Ph.D.	Yes	27
Cade, Tina	Professor	Ph.D.	Yes	16
Richardson, C. Reed	Professor	Ph.D.	Yes	11
Morrish, Douglas G.	Assoc. Professor	Ph.D.	Yes	12
Benavides, Elizabeth A.	Asst. Professor	Ph.D.		2
Guney, Selin	Asst. Professor	Ph.D.		2
Mix, Kenneth D.	Asst. Professor	Ph.D.		6
Wakefield, Dexter B.	Asst. Professor	Ph.D.		2
<b>School of Criminal Justice</b>				
Sellers, Christine Director	Professor	Ph.D.	Yes	4
Blair, John P.	Professor	Ph.D.	Yes	10
Chamlin, Mitchell	Professor	Ph.D.	Yes	7
Felson, Marcus K.	Professor	Ph.D.	Yes	6½
Jamieson, Jay D.	Professor	Ph.D.	Yes	31
Mijares, Tomas C.	Professor	Ph.D.	Yes	27
Mullins, Wayman C.	Professor	Ph.D.	Yes	33
Perkins, David B.	Professor	J.D.	Yes	29
Rossmo, Kim	Professor	Ph.D.	Yes	14
Stafford, Mark C.	Professor	Ph.D.	Yes	9
Stone, William E.	Professor	Ph.D.	Yes	36
Vandiver, Donna	Professor	Ph.D.	Yes	10
Withrow, Brian L.	Professor	Ph.D.	Yes	8
Bowman, Scott W.	Assoc. Professor	Ph.D.	Yes	11
Jones, Shayne E.	Assoc. Professor	Ph.D.	Yes	2
Vasquez, Bob E.	Assoc. Professor	Ph.D.	Yes	8

Arnio, Ashley N.	Asst. Professor	Ph.D.		2
Jones, Angela M.	Asst. Professor	Ph.D.		1
Summers Rodriguez, Lucia S.	Asst. Professor	Ph.D.		4
Supancic, P. Michael	Asst. Professor	Ph.D.	Yes	22

### School of Family and Consumer Sciences

Runyan, Rodney C. Director	Professor	Ph.D.	Yes	5
Crixell, Sylvia L.	Professor	Ph.D.	Yes	26½
Ahn, Mira	Assoc. Professor	Ph.D.	Yes	9
Blunk, Elizabeth M.	Assoc. Professor	Ph.D.	Yes	31
Davis, Kimberlee	Assoc. Professor	Ph.D.	Yes	10
Dedek, Peter B.	Assoc. Professor	Ph.D.	Yes	14
Delgado, Melissa Y.	Assoc. Professor	Ph.D.	Yes	7
Hegde Niezgodia, Asha Latha	Assoc. Professor	Ph.D.	Yes	16
Hill, Caroline	Assoc. Professor	M.S.	Yes	12
Hustvedt, Gwendolyn	Assoc. Professor	Ph.D.	Yes	11
Kang, Jiyun	Assoc. Professor	Ph.D.	Yes	7
Lane, Michelle A.	Assoc. Professor	Ph.D.	Yes	9
Alfaro, Edna C.	Asst. Professor	Ph.D.		4
Bhalodia, Anjali K.	Asst. Professor	M.S.		2
Bhardwaj, Vertica	Asst. Professor	Ph.D.		3
Bishop, Nicholas J.	Asst. Professor	Ph.D.		1
Biediger-Friedman, Lesli	Asst. Professor	Ph.D.		5
Ginder, Whitney A.	Asst. Professor	Ph.D.		1
Goble, Priscilla	Asst. Professor	Ph.D.		1
Johnson, Olivia D.	Asst. Professor	Ph.D.		1
Ordia, Kendra L.	Asst. Professor	M.I.D.		2
Parry, Travis G.	Asst. Professor	Ph.D.		1
Perez-Brena, Norma J.	Asst. Professor	Ph.D.		2½
Ramirez, Stefanie A.	Asst. Professor	Ph.D.		3
Salcedo, Ramona	Asst. Professor	Ph.D.		3½
Shen, Yishan	Asst. Professor	Ph.D.		1
Zuniga, Krystle E.	Asst. Professor	Ph.D.		3

### Department of Occupational, Workforce, and Leadership Studies

Biggs, Mary Jo Chair	Professor	Ph.D.	Yes	13
Boden-McGill, Carrie J.	Professor	Ph.D.	Yes	5
Eichler, Matthew A.	Assoc. Professor	Ph.D.	Yes	8
Lopez, Omar S.	Assoc. Professor	Ph.D.	Yes	8
Springer, Stephen B.	Assoc. Professor	Ph.D.	Yes	34
Ashford, Shetay N.	Asst. Professor	Ph.D.		1
Cherrstrom, Catherine A.	Asst. Professor	Ph.D.		2

**School of Social Work**

Coll, Jose E. Director	Professor	Ph.D.	Yes	1
Hawkins, Catherine A.	Professor	Ph.D.	Yes	26
Knox, Karen S.	Professor	Ph.D.	Yes	22
Selber, Katherine	Professor	Ph.D.	Yes	20
Ausbrooks, Angela R.	Assoc. Professor	Ph.D.	Yes	17
Norton, Christine L.	Assoc. Professor	Ph.D.	Yes	9
Smith, Kenneth S.	Assoc. Professor	Ph.D.	Yes	5
Travis, Raphael, Jr.	Assoc. Professor	D.P.H.	Yes	10
Benton, Amy D.	Asst. Professor	Ph.D.		11
García, Moctezuma	Asst. Professor	Ph.D.		2
Pulliam, Rose M.	Asst. Professor	Ph.D.		3
Trahan, Mark H.	Asst. Professor	Ph.D.		2
Yoon, Hyunwoo	Asst. Professor	Ph.D.		1

**MCCOY COLLEGE OF BUSINESS  
ADMINISTRATION****Department of Accounting**

Watkins, Ann L. Chair	Professor	Ph.D.	Yes	5
Butler, Janet B.	Professor	Ph.D.	Yes	14
Raiborn, Cecily A.	Professor	Ph.D.	Yes	11
Rutledge, Robert W.	Professor	Ph.D.	Yes	16½
Campbell, Linda J.	Assoc. Professor	Ph.D.	Yes	8
Martin, Kasey	Assoc. Professor	Ph.D.	Yes	8
Cannon, Nathan H.	Asst. Professor	Ph.D.		4
Piizzini, Wilhelmina	Asst. Professor	Ph.D.		3
Young, Randall F.	Asst. Professor	Ph.D.		3

**Department of CIS and Quantitative Methods**

Mehta, Mayur R.	Professor	Ph.D.	Yes	35½
Mendez, Francis A.	Professor	Ph.D.	Yes	12
Shah, Vivek P.	Professor	Ph.D.	Yes	32½
Lee, Hsun Ming	Assoc. Professor	Ph.D.	Yes	13
Long, Ju	Assoc. Professor	Ph.D.	Yes	13
Musal, Rasim M.	Assoc. Professor	Ph.D.	Yes	8
Shah, Jaymeen	Assoc. Professor	Ph.D.	Yes	15
Sivitanides, Marcos P.	Assoc. Professor	Ph.D.	Yes	28
White, Garry	Assoc. Professor	Ph.D.	Yes	20
Wierschem, David C.	Assoc. Professor	Ph.D.	Yes	7
Ekin, Tahir	Asst. Professor	Ph.D.		5
Gupta, Shivam	Asst. Professor	Ph.D.		1
Visinescu, Lucian L.	Asst. Professor	Ph.D.		4
Zhang, Peiqin	Asst. Professor	Ph.D.		3

**Department of Finance and Economics**

Jewell, Robert T. Chair	Professor	Ph.D.	Yes	3
Gowens, Paul R.	Professor	Ph.D.	Yes	37
Kishan, Ruby P.	Professor	Ph.D.	Yes	31
LeSage, James	Professor	Ph.D.	Yes	11
Mogab, John W.	Professor	Ph.D.	Yes	36
Popova, Ivilina T.	Professor	Ph.D.	Yes	9
Sanders, Donald E.	Professor	J.D.	Yes	38
Yi, Ha-Chin	Professor	Ph.D.	Yes	15
Charles, Joni S. J.	Assoc. Professor	Ph.D.	Yes	33
Chittenden, William T.	Assoc. Professor	Ph.D.	Yes	17
Feng, Li	Assoc. Professor	Ph.D.	Yes	9
Lesseig, Vance	Assoc. Professor	Ph.D.	Yes	12
Moon, Kenneth	Assoc. Professor	Ph.D.	Yes	11
Payne, Janet	Assoc. Professor	Ph.D.	Yes	16
Quijano, Margot C.	Assoc. Professor	Ph.D.	Yes	9
Showalter, Dean	Assoc. Professor	Ph.D.	Yes	22
Stokes, Alexis	Assoc. Professor	J.D.	Yes	12
Tanner, Glenn	Assoc. Professor	Ph.D.	Yes	18
Vacaflares Rivero, Diego E.	Assoc. Professor	Ph.D.	Yes	10
You, Leyuan	Assoc. Professor	Ph.D.	Yes	8
Alanis, Emmanuel	Asst. Professor	Ph.D.		2
Chih, Yao-Yu	Asst. Professor	Ph.D.		3
Hood, Matthew E.	Asst. Professor	Ph.D.		6
McClung, Bruce A.	Asst. Professor	Ph.D.	Yes	32
Ojede, Andrew	Asst. Professor	Ph.D.		4
Todd, Jeffrey A.	Asst. Professor	J.D.		3

**Department of Management**

Rechner, Paula L. Chair	Professor	Ph.D.	Yes	12
Kacmar, K. Michele	Professor	Ph.D.	Yes	3
Kirby, Eric	Professor	Ph.D.	Yes	18
Kirby, Susan L.	Professor	Ph.D.	Yes	18
Miller, Brian Keith	Professor	Ph.D.	Yes	12
Minifie, Jana R.	Professor	Ph.D.	Yes	29
Temponi, Cecilia	Professor	Ph.D.	Yes	24
Konopaske, Arthur R.	Assoc. Professor	Ph.D.	Yes	9
Nicols, Kay M.	Assoc. Professor	Ph.D.	Yes	15
Smart, Dennis L.	Assoc. Professor	Ph.D.	Yes	12
Davis, Phillip E.	Asst. Professor	Ph.D.		1
Fox, Corey J.	Asst. Professor	Ph.D.		1
Ramachandran, Indu	Asst. Professor	Ph.D.		5
Wan, Min	Asst. Professor	Ph.D.		1

**Department of Marketing**

Fisk, Raymond P. Chair	Professor	Ph.D.	Yes	10
Smith, Karen H.	Professor	Ph.D.	Yes	24
Taylor, Ruth A.	Professor	Ph.D.	Yes	30
Zank, Gail M.	Professor	Ph.D.	Yes	16
Badrinarayanan, Vishag A.	Assoc. Professor	Ph.D.	Yes	12
Becerra, Enrique P.	Assoc. Professor	Ph.D.	Yes	12
Liu, Annie Hui-Fang	Assoc. Professor	Ph.D.	Yes	3
Natesan, N. Chinna	Assoc. Professor	Ph.D.	Yes	25
Sierra, Jeremy J.	Assoc. Professor	Ph.D.	Yes	10
Suh, Taewon	Assoc. Professor	Ph.D.	Yes	14
Anderson, Sidney T.	Asst. Professor	Ph.D.		1
Nasr, Linda	Asst. Professor	Ph.D.		1
Rayburn, Steven W.	Asst. Professor	Ph.D.		4
Turri, Anna M.	Asst. Professor	Ph.D.		6
Wilson, Richard T.	Asst. Professor	Ph.D.		3

**COLLEGE OF EDUCATION****Department of Counseling, Leadership, Adult Education and School Psychology**

O'Malley, Michael P. Chair	Professor	Ph.D.	Yes	10
Brooks, Ann	Professor	Ed.D.	Yes	14
Fall, Kevin A.	Professor	Ph.D.	Yes	10
Gordon, Stephen P.	Professor	Ed.D.	Yes	24
Guajardo, Miguel	Professor	Ph.D.	Yes	13
Homeyer, Linda E.	Professor	Ph.D.	Yes	22
Lasser, Jon S.	Professor	Ph.D.	Yes	16
Plotts, Cynthia	Professor	Ph.D.	Yes	20
Price, Larry R.	Professor	Ph.D.	Yes	17
Ross-Gordon, Jovita M.	Professor	Ed.D.	Yes	17
Schmidt, Eric A.	Professor	Ph.D.	Yes	19
Waite, Duncan	Professor	Ph.D.	Yes	18
Coryell, Joellen E.	Assoc. Professor	Ph.D.	Yes	6
Guerra, Patricia L.	Assoc. Professor	Ph.D.	Yes	14
Jantz, Paul B.	Assoc. Professor	Ph.D.	Yes	6
Larrotta, Clarena	Assoc. Professor	Ph.D.	Yes	11
Reardon, Robert F.	Assoc. Professor	Ph.D.	Yes	11
Ybanez-Llorente, Kathy	Assoc. Professor	Ph.D.	Yes	10
Aidman, Barry J.	Asst. Professor	Ph.D.		4
Blalock, Sarah M.	Asst. Professor	Ph.D.		1
Dean, Shannon R.	Asst. Professor	Ph.D.		3
Dennison, Andrea B.	Asst. Professor	Ph.D.		1
Flasch, Paulina S.	Asst. Professor	Ph.D.		1
Fulton, Cheryl L.	Asst. Professor	Ph.D.		4
Greene, Jennifer H.	Asst. Professor	Ph.D.		3

Haber-Curran, Paige	Asst. Professor	Ph.D.		6
Haiyasoso, Maria D.	Asst. Professor	Ph.D.		1
Hartwig, Elizabeth K.	Asst. Professor	Ph.D.		5
Lustick, Hilary A.	Asst. Professor	Ph.D.		1
Martinez, Melissa A.	Asst. Professor	Ph.D.		5½
Rivera, Marialena D.	Asst. Professor	Ph.D.		1

### Department of Curriculum and Instruction

Holschuh, Jodi P. Chair	Professor	Ph.D.	Yes	8
Ash, Gwynne E.	Professor	Ph.D.	Yes	13
Assaf, Lori C.	Professor	Ph.D.	Yes	14
Bond, J. Nathan	Professor	Ph.D.	Yes	19
Caverly, David C.	Professor	Ph.D.	Yes	28
Fite, Kathleen E.	Professor	Ed.D.	Yes	44
Garza, Rubén	Professor	Ph.D.	Yes	15
Huling, Leslie L.	Professor	Ed.D.	Yes	31
Paulson, Eric J.	Professor	Ph.D.	Yes	7
Scheuermann, Brenda K.	Professor	Ph.D.	Yes	29
Acee, Taylor W.	Assoc. Professor	Ph.D.	Yes	8
Allsup, Roxane C.	Assoc. Professor	Ph.D.	Yes	16
Armstrong, Sonya L.	Assoc. Professor	Ed.D.	Yes	1
Boutot, E. Amanda	Assoc. Professor	Ph.D.	Yes	11
Byrum, David C.	Assoc. Professor	Ph.D.	Yes	28
Delaney, Carol	Assoc. Professor	Ph.D.	Yes	10½
Dickinson, Gail	Assoc. Professor	Ph.D.	Yes	9
Gainer, Jesse S.	Assoc. Professor	Ph.D.	Yes	12
Hodges, Russell B.	Assoc. Professor	Ed.D.	Yes	31
Huerta, Mary E.	Assoc. Professor	Ph.D.	Yes	11
Jackson, Julie	Assoc. Professor	Ph.D.	Yes	11
Joseph, Dennis G.	Assoc. Professor	Ed.D.	Yes	30
Lang, Russell B.	Assoc. Professor	Ph.D.	Yes	7
Lee, Kathryn S.	Assoc. Professor	Ph.D.	Yes	18
Lopez, Minda M.	Assoc. Professor	Ph.D.	Yes	11
O'Neal, Sharon F.	Assoc. Professor	Ph.D.	Yes	16½
Payne, Emily M.	Assoc. Professor	Ed.D.	Yes	29
Pimentel, Charise N.	Assoc. Professor	Ph.D.	Yes	12
Saunders, Jane M.	Assoc. Professor	Ph.D.	Yes	9½
Summers, Emily J.	Assoc. Professor	Ed.D.	Yes	12
Werner, Patrice H.	Assoc. Professor	Ph.D.	Yes	29
Billingsley, Glenna M.	Asst. Professor	Ph.D.		5
Boucher, Michael L.	Asst. Professor	Ph.D.		1
Brooks, Maneka D.	Asst. Professor	Ph.D.		3
Busey, Christopher L.	Asst. Professor	Ph.D.		3
Ciullo, Stephen P.	Asst. Professor	Ph.D.		5
Colegrove, Kiyomi S.	Asst. Professor	Ph.D.		2
Collins, Alyson A.	Asst. Professor	Ph.D.		2
Collins, Kristina H.	Asst. Professor	Ph.D.		2



Duncan, Kristen E.	Asst. Professor	Ph.D.		1
Forsythe, Michelle E.	Asst. Professor	Ph.D.		1
Kinard, Timothy A.	Asst. Professor	Ph.D.		11
Maldonado, Luz A.	Asst. Professor	Ph.D.		4
Smith, Shaunna F.	Asst. Professor	Ed.D.		5
Van Overschelde, James P.	Asst. Professor	Ph.D.		5
Waite, Susan F.	Asst. Professor	Ed.D.	Yes	18

#### **Department of Health and Human Performance**

Knudson, Duane V. Chair	Professor	Ph.D.	Yes	8
Furney, Steven R.	University Distinguished Professor	Ed.D.	Yes	37
Harter, Rod A.	Professor	Ph.D.	Yes	8
Lloyd, Lisa K.	Professor	Ph.D.	Yes	19
Meaney, Karen S.	Professor	Ed.D.	Yes	8
McCurdy, Kevin W.	Professor	Ph.D.	Yes	11
Murray, Tinker D.	Professor	Ph.D.	Yes	33
Walker, John L.	Professor	Ed.D.	Yes	25
Wiley, David C.	Professor	Ph.D.	Yes	29
Awoniyi, Stephen A.	Assoc. Professor	Ph.D.	Yes	18
Hamilton, Michelle	Assoc. Professor	Ph.D.	Yes	16
Hodges, Janet S.	Assoc. Professor	Ph.D.	Yes	7
Housman, Jeff M.	Assoc. Professor	Ph.D.	Yes	9
Litchke, Lyn G.	Assoc. Professor	Ph.D.	Yes	15
Liu, Ting	Assoc. Professor	Ph.D.	Yes	8
Williams, Ronald D., Jr.	Assoc. Professor	Ph.D.	Yes	4
Zimmerman, Jo An	Assoc. Professor	Ph.D.	Yes	10
Dixon, Mary O.	Asst. Professor	Ph.D.		4
Fife, Gabriel P.	Asst. Professor	Ph.D.		2
Fraser, Melissa A.	Asst. Professor	Ph.D.		1
Griffin, Luther K.	Asst. Professor	Ph.D.		4
Kipp, Lindsay E.	Asst. Professor	Ph.D.		2
Mettler, Joni A.	Asst. Professor	Ph.D.		5
Rigby, Justin H.	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	7
Colombik, Roger B.	Professor	M.F.A.	Yes	29
Conroy, Michel L.	Professor	M.F.A.	Yes	35
Davis, Jeffrey G.	Professor	M.F.A.	Yes	19
Dell, Jeffrey	Professor	M.F.A.	Yes	17
Meek, William	Professor	M.F.A.	Yes	27
Nielsen, Erik A.	Professor	Ph.D.	Yes	46
Penn, Beverly	Professor	M.F.A.	Yes	27

Reid, Randall T.	Professor	M.F.A.	Yes	29
Todd, Mark E.	Professor	M.F.A.	Yes	39
Duganne, Erina D.	Assoc. Professor	Ph.D.	Yes	11
Evans-Palmer, Teri E.	Assoc. Professor	Ph.D.	Yes	13
Fauerso, Johanna R.	Assoc. Professor	M.F.A.	Yes	10
Fitzpatrick, Thomas C.	Assoc. Professor	M.F.A.	Yes	7
Lawrence, Grayson B.	Assoc. Professor	M.F.A.	Yes	13
Reed, Jason A.	Assoc. Professor	M.F.A.	Yes	9
Rodda, Elizabeth C.	Assoc. Professor	M.F.A.	Yes	5
Roeschmann, Claudia	Assoc. Professor	M.F.A.	Yes	14
Sterling, Holly H.	Assoc. Professor	B.F.A.	Yes	22
Stone, Barry D.	Assoc. Professor	M.F.A.	Yes	10
Tarver, Gina M.	Assoc. Professor	Ph.D.	Yes	8
Wright, Maia J.	Assoc. Professor	M.F.A.	Yes	7
Allen, Brian S.	Asst. Professor	M.F.A.		4
Faber, Jonathan J.	Asst. Professor	M.F.A.		3
Justice, Sean B.	Asst. Professor	Ed.D.		1
Kim, MiHyun	Asst. Professor	M.F.A.		1
Mallios, Jessica E.	Asst. Professor	M.F.A.		3
Menjivar, Mark J.	Asst. Professor	M.F.A.		2½
Moore, Kathryn B.	Asst. Professor	Ph.D.		2
Park, Hyuna	Asst. Professor	M.Des.		2
Segalini, Alessandro	Asst. Professor	M.F.A.		2
Sherman, Marika A.	Asst. Professor	M.F.A.		1
Stob, Jennifer F.	Asst. Professor	Ph.D.		3
Veselka, Holly E.	Asst. Professor	M.F.A.		1

#### Department of Communication Studies

Beebe, Steven A. Interim Chair	Regents' Professor	Ph.D.	Yes	31
Houser, Marian L.	Professor	Ph.D.	Yes	14
Keeley-Vassberg, Maureen	Professor	Ph.D.	Yes	22
Mandziuk, Roseann M.	Professor	Ph.D.	Yes	30
Villagran, Melinda M.	Professor	Ph.D.	Yes	5
Burnette, Ann E.	Assoc. Professor	Ph.D.	Yes	25
Fox, Rebekah L.	Assoc. Professor	Ph.D.	Yes	8
Horan, Sean M.	Assoc. Professor	Ph.D.	Yes	3
Burke, Patricia J.	Asst. Professor	Ph.D.		4
Dailey, Stephanie L.	Asst. Professor	Ph.D.		3
Sobré, Miriam S.	Asst. Professor	Ph.D.		2

#### School of Journalism and Mass Communication

Oskam, Judith B. Director	Professor	Ed.D.	Yes	11
Grimes, Thomas	Professor	Ph.D.	Yes	10
Peirce-Burleson, Kate L.	Professor	Ph.D.	Yes	28
Rao, Sandhya	Professor	Ph.D.	Yes	25
Royal, Cindy L.	Professor	Ph.D.	Yes	11

England, Michael T.	Assoc. Professor	Ph.D.	Yes	24
Fluker, Laurie H.	Assoc. Professor	Ph.D.	Yes	28
Muk, Alexander Y.	Assoc. Professor	Ph.D.	Yes	9½
Niekamp, Raymond	Assoc. Professor	Ph.D.	Yes	17
Weill, Susan	Assoc. Professor	Ph.D.	Yes	15
Craig, Clay M.	Asst. Professor	Ph.D.		1
Devlin, Michael B.	Asst. Professor	Ph.D.		1
Ehmer, Emily A.	Asst. Professor	Ph.D.		3
Higgins Joyce, Vanessa D.	Asst. Professor	Ph.D.		4
Kaufhold, William T.	Asst. Professor	Ph.D.		2½
Ngondo, Prisca S.	Asst. Professor	Ph.D.		2

**School of Music**

Clark, Thomas S. Director	Professor	D.M.A.	Yes	9
Brinckmeyer, Lynn	Professor	Ph.D.	Yes	12
Cavitt, Mary E.	Professor	Ph.D.	Yes	11
Davidson, Ian B.	Regents' Professor	D.M.A.	Yes	26
Gonzalez, Genaro	Professor	M.M.	Yes	35
Hurt, Charles R.	Professor	M.M.	Yes	40
Jones, Adah T.	Professor	D.A.	Yes	35
Kwak, Jason J.	Professor	D.M.A.	Yes	9
Laumer, Jack C.	Professor	M.M.	Yes	40
Ledbetter, Lynn F.	Professor	D.M.A.	Yes	23
Martin, Joey	Professor	D.M.A.	Yes	17
Schmidt, John C.	Professor	Ph.D.	Yes	40
Schuler, Nico	Professor	Ph.D.	Yes	16
Winking, Keith R.	Professor	D.M.A.	Yes	26
Babcock, Jonathan P.	Assoc. Professor	D.M.A.	Yes	29
Beatty, Caroline C.	Assoc. Professor	D.M.A.	Yes	10
Erickson, Mark C.	Assoc. Professor	B.M.	Yes	25
Gonzales, Cynthia	Assoc. Professor	Ph.D.	Yes	13
Lopez, John A., Jr.	Assoc. Professor	M.M.	Yes	25
McCain, Martin G.	Assoc. Professor	D.M.A.	Yes	7
Mungo, Samuel J.	Assoc. Professor	Ph.D.	Yes	11
Pedroza, Ludim R.	Assoc. Professor	Ph.D.	Yes	6
Ulen, Robert C.	Assoc. Professor	M.M.	Yes	7
Asbell, Stephanie A.	Asst. Professor	D.M.A.		3
Glaser, Kyle R.	Asst. Professor	D.M.A.		5
Haight, Russell P.	Asst. Professor	D.M.A.		3
Ippolito, Michael L.	Asst. Professor	D.M.A.		3
Oxford, William	Asst. Professor	D.M.A.		14
Rabotkina, Daria S.	Asst. Professor	D.M.A.		1
Soto, Amanda C.	Asst. Professor	Ph.D.		3
Steiger, Caroline N.	Asst. Professor	D.M.A.		1
Tangarov, Vanguel G.	Asst. Professor	D.M.A.		5
Tast, Rebecca L.	Asst. Professor	Ph.D.		2
Watson, Carolyn N.	Asst. Professor	Ph.D.		2

**Department of Theatre and Dance**

Alley, Debbie R. Chair	Professor	M.F.A.	Yes	4
Costello, J. Michael	Professor	M.F.A.	Yes	16
Nance, Michelle E.	Professor	M.F.A.	Yes	14
Ney, Charles	Professor	Ph.D.	Yes	14
Ney, Michelle	Professor	M.F.A.	Yes	18
Peeler, William R.	Professor	M.F.A.	Yes	29
Smith, LeAnne	Professor	M.F.A.	Yes	34
Baer, Ana Carrillo	Assoc. Professor	M.F.A.	Yes	9
Lane, Laura	Assoc. Professor	B.F.A.	Yes	13
Maines, Sarah	Assoc. Professor	M.F.A.	Yes	7
Mayo, Sandra	Assoc. Professor	Ph.D.	Yes	16
Mozon, Nadine D.	Assoc. Professor	M.F.A.	Yes	11
Smith, Shane K.	Assoc. Professor	M.F.A.	Yes	14
Abate, Cassandra Ann	Asst. Professor	M.F.A.		5
Brown, Kaysie S.	Asst. Professor	M.F.A.		4
DeVol, Cheri P.	Asst. Professor	M.F.A.		3
Glasheen-Dentino, Kathryn P.	Asst. Professor	M.F.A.		1
McWilliams, Brandon R.	Asst. Professor	M.F.A.		1
Rau, Michael J.	Asst. Professor	M.F.A.		1
Wesley, Nicole L.	Asst. Professor	M.F.A.		2

**COLLEGE OF HEALTH PROFESSIONS****Program in Clinical Laboratory Science**

Rohde, Rodney E. Program Chair	Professor	Ph.D.	Yes	15½
Falleur, David M.	Assoc. Professor	M.Ed.	Yes	43
Patterson, Thomas L.	Assoc. Professor	M.S.	Yes	9
Redwine, Gerald D.	Assoc. Professor	Ph.D.	Yes	9

**Department of Communication Disorders**

Fleming, Valerie B. Chair	Assoc. Professor	Ph.D.	Yes	10
Chakraborty, Rahul	Assoc. Professor	Ph.D.	Yes	10
Domsch, Celeste A.	Assoc. Professor	Ph.D.	Yes	10
Gonzales, Maria Diana	Assoc. Professor	Ph.D.	Yes	17
Irani, Farzan	Assoc. Professor	Ph.D.	Yes	7
Resendiz, Maria D.	Asst. Professor	Ph.D.		7
Schwarz, Amy L.	Asst. Professor	Ph.D.		4

**School of Health Administration**

Brooks, Matthew S. Director	Assoc. Professor	Ph.D.	Yes	7
Morrison, Eileen	Professor	Ed.D.	Yes	13
Nowicki, Michael	Professor	Ed.D.	Yes	31

Renick, Cecil O.	Professor	J.D.	Yes	17
Shanmugam, Ram	Professor	Ph.D.	Yes	16
Lieneck, Cristian H.	Assoc. Professor	Ph.D.	Yes	7
Adepoju, Omolola E.	Asst. Professor	Ph.D.		1
Kruse, Clemens S.	Asst. Professor	Ph.D.		4
Mileski, Michael	Asst. Professor	D.C.		4
Topinka, Joseph B.	Asst. Professor	J.D./L.L.M.		2

#### **Department of Health Information Management**

Moczygemba, Jacqueline A. Chair	Assoc. Professor	M.B.A.	Yes	22
Wang, Tiankai	Assoc. Professor	Ph.D.	Yes	8
Dolezel, Diane M.	Asst. Professor	Ph.D.		7
Gibbs, David L.	Asst. Professor	Ph.D.		2
Hewitt, Barbara	Asst. Professor	Ph.D.		15
McLeod, Alexander J., Jr.	Asst. Professor	Ph.D.		2

#### **St. David's School of Nursing**

Erbin-Roesemann, Marla A. Director	Professor	Ph.D.	Yes	9
Kim, Son Chae	Professor	Ph.D.		3½
Covington, Barbara G.	Assoc. Professor	Ph.D.	Yes	9
Benavente, Viola G.	Asst. Professor	Ph.D.		1
Mitchell, Star A.	Asst. Professor	Ph.D.		1

#### **Department of Physical Therapy**

Sanders, Barbara L. Chair	Professor	Ph.D.	Yes	32
Bezner, Janet R.	Assoc. Professor	Ph.D.	Yes	10
Boucher, Brenda K.	Assoc. Professor	Ph.D.	Yes	17
Gibbs, Karen A.	Assoc. Professor	D.P.T.	Yes	13
Gobert, Denise V. N.	Assoc. Professor	Ph.D.	Yes	11
Stickley, Lois A.	Assoc. Professor	Ph.D.		3
Rich, Angela J.	Asst. Professor	Sc.D.		2

#### **Program in Radiation Therapy**

Lozano, Reynaldo G. Program Chair	Assoc. Professor	Ph.D.	Yes	19½
Trad, Megan L.	Assoc. Professor	Ph.D.	Yes	8

#### **Department of Respiratory Care**

Marshall, Sam Gregory Chair	Professor	Ph.D.	Yes	37
Russian, Christopher J.	Professor	Ph.D.	Yes	17½
Collins, Kevin P.	Assoc. Professor	M.S.	Yes	10
Gonzales, Joshua F.	Assoc. Professor	M.H.A.	Yes	10
Henry, Nicholas R.	Asst. Professor	M.S.		6

## COLLEGE OF LIBERAL ARTS

### Department of Anthropology

Erhart, Elizabeth Chair	Assoc. Professor	Ph.D.	Yes	16
Bousman, Charles B.	Professor	Ph.D.	Yes	18
Conlee, Christina	Professor	Ph.D.	Yes	12
Garber, James F.	Professor	Ph.D.	Yes	33
McGee, Reece Jon	Professor	Ph.D.	Yes	32
Reilly, Frank K.	Professor	Ph.D.	Yes	25
Warmes, Richard L.	Professor	Ph.D.	Yes	29
Agwuele, Augustine	Assoc. Professor	Ph.D.	Yes	13
Black, Stephen L.	Assoc. Professor	Ph.D.	Yes	9
Hamilton, Michelle D.	Assoc. Professor	Ph.D.	Yes	11
Juarez, Ana M.	Assoc. Professor	Ph.D.	Yes	22
Spradley, Martha K.	Assoc. Professor	Ph.D.	Yes	9
Taylor, Nicole L.	Assoc. Professor	Ph.D.		1
Wescott, Daniel J.	Assoc. Professor	Ph.D.	Yes	6
Brunson, Emily K.	Asst. Professor	Ph.D.		6½

### Department of English

Lochman, Daniel T. Chair	Professor	Ph.D.	Yes	35
Allison, Elizabeth A.	Professor	Ph.D.	Yes	18
Bell-Metereau, Rebecca L.	Professor	Ph.D.	Yes	36
Blair, John M.	Professor	Ph.D.	Yes	28
Busby, Mark B.	Professor	Ph.D.	Yes	26
Cassells, Cyrus III	Professor	A.B.	Yes	20
Chavkin, Allan R.	Professor	Ph.D.	Yes	39
Grimes, Thomas J.	Professor	M.F.A.	Yes	25
Heaberlin, Dickie M.	Professor	Ph.D.	Yes	50
Holt, Elvin	Professor	Ph.D.	Yes	34
Jones, Roger D.	Professor	Ph.D.	Yes	30
Ledbetter, Kathryn	Professor	Ph.D.	Yes	17
Monroe, Debra F.	Professor	Ph.D.	Yes	25
Morrison, Susan S.	Professor	Ph.D.	Yes	24
Olson, Marilyn S.	Professor	Ph.D.	Yes	34
Peirce, Kathleen C.	Professor	M.F.A.	Yes	24
Pimentel, Octavio	Professor	Ph.D.	Yes	12
Rosenberg, Teya	Professor	Ph.D.	Yes	21
Skerpan-Wheeler, Elizabeth P.	Professor	Ph.D.	Yes	34
Williams, Miriam F.	Professor	Ph.D.	Yes	13
Wilson, Steven M.	Professor	M.F.A.	Yes	30
Zhu, Pinfan	Professor	Ph.D.	Yes	12
Balzhiser, Deborah Ann	Assoc. Professor	Ph.D.	Yes	22
Banerjee, Suparno	Assoc. Professor	Ph.D.	Yes	7
Dorst, Douglas K.	Assoc. Professor	M.F.A.	Yes	6
Falocco, Joseph R.	Assoc. Professor	Ph.D.	Yes	6

Jackson, Rebecca L.	Assoc. Professor	Ph.D.	Yes	16
Mejia, Jaime A.	Assoc. Professor	Ph.D.	Yes	26
Mogull, Scott Alexander	Assoc. Professor	Ph.D.	Yes	5
Roundtree, Aimee K.	Assoc. Professor	Ph.D.		3
Smith, Victoria L.	Assoc. Professor	Ph.D.	Yes	14
Tally, Robert T., Jr.	Assoc. Professor	Ph.D.	Yes	12
Wend-Walker, Graeme A.	Assoc. Professor	Ph.D.	Yes	11
duBois, Jennifer J.	Asst. Professor	M.F.A.		4
Kapurch, Katherine M.	Asst. Professor	Ph.D.		3
Leake, Eric W.	Asst. Professor	Ph.D.		4
McClancy, Kathleen R.	Asst. Professor	Ph.D.		4
Parks, Cecily G.	Asst. Professor	Ph.D.		3
Schwebel, Leah A.	Asst. Professor	Ph.D.		3
Wilson, Nancy A.	Asst. Professor	Ph.D.		22

### Department of Geography

Giordano, Alberto Chair	Professor	Ph.D.	Yes	14
Blanchard-Boehm, Denise	Professor	Ph.D.	Yes	25
Boehm, Richard G.	Professor	Ph.D.	Yes	40
Butler, David R.	Regents' Professor	Ph.D.	Yes	19
Dixon, Richard W.	Professor	Ph.D.	Yes	22
Earl, Richard A.	Professor	Ph.D.	Yes	26
Estaville, Lawrence E.	Professor	Ph.D.	Yes	23
Lu, Yongmei	Professor	Ph.D.	Yes	15
Muniz Solari, Osvaldo A.	Professor	Ph.D.	Yes	10
Tiefenbacher, John P.	Professor	Ph.D.	Yes	25
Zhan, F. Benjamin	Professor	Ph.D.	Yes	22
Blue, Sarah A.	Assoc. Professor	Ph.D.	Yes	6
Chow, Tzee-Ku E.	Assoc. Professor	Ph.D.	Yes	7
Currit, Nathan Allen	Assoc. Professor	Ph.D.	Yes	11
Hagelman, Ronald R., III	Assoc. Professor	Ph.D.	Yes	10
Jensen, Jennifer	Assoc. Professor	Ph.D.	Yes	8
Julian, Jason P.	Assoc. Professor	Ph.D.	Yes	4
Ballinger, Thomas J.	Asst. Professor	Ph.D.		2
Devine, Jennifer A.	Asst. Professor	Ph.D.		2
Hiner, Colleen C.	Asst. Professor	Ph.D.		4
Jo, Injeong	Asst. Professor	Ph.D.		5
Meitzen, Kimberly M.	Asst. Professor	Ph.D.		4
Sarmiento, Eric R.	Asst. Professor	Ph.D.		1
Savelyev, Alexander	Asst. Professor	Ph.D.		1
Weaver, Russell C.	Asst. Professor	Ph.D.		3
Yuan, Yihong	Asst. Professor	Ph.D.		3

**Department of History**

Brennan, Mary C. Chair	Professor	Ph.D.	Yes	27
Dunn, Dennis J.	Regents' Professor	Ph.D.	Yes	48
Hartman, Gary A.	Professor	Ph.D.	Yes	22
Makowski, Elizabeth M.	Professor	Ph.D.	Yes	24
Margerison, Kenneth H., Jr.	Professor	Ph.D.	Yes	45
McWilliams, James	Professor	Ph.D.	Yes	16½
Murphy, Angela F.	Professor	Ph.D.	Yes	11
Yick, Joseph K.	Professor	Ph.D.	Yes	28
Bishop, Elizabeth A.	Assoc. Professor	Ph.D.	Yes	9
Cagniard, Pierre F.	Assoc. Professor	Ph.D.	Yes	29½
de la Puente, José Carlos	Assoc. Professor	Ph.D.	Yes	7
Hart, Paul	Assoc. Professor	Ph.D.	Yes	17
Helgeson, Jeffrey L.	Assoc. Professor	Ph.D.	Yes	7
Johnson, Ronald Angelo	Assoc. Professor	Ph.D.	Yes	7
Mckiernan, John Raymond	Assoc. Professor	Ph.D.	Yes	4
Menninger, Margaret Eleanor	Assoc. Professor	Ph.D.	Yes	17
Montgomery, Rebecca	Assoc. Professor	Ph.D.	Yes	12
Pliley, Jessica R.	Assoc. Professor	Ph.D.	Yes	7
Renold, Leah M.	Assoc. Professor	Ph.D.	Yes	10
Rivaya-Martinez, Joaquin	Assoc. Professor	Ph.D.	Yes	9
Romo, Anadelia	Assoc. Professor	Ph.D.	Yes	13
Watson, Dwight D.	Assoc. Professor	Ph.D.	Yes	18
Berlage, Nancy Kay	Asst. Professor	Ph.D.	Yes	5
Damiano, Sara T.	Asst. Professor	Ph.D.		1
Ritter, Caroline B.	Asst. Professor	Ph.D.		2
Tillman, Ellen D.	Asst. Professor	Ph.D.		6

**Department of Modern Languages**

Harney, Lucy D. Ditto Chair	Professor	Ph.D.	Yes	21
Echeverria, Miriam B.	Professor	Ph.D.	Yes	31
Forrest, Jennifer	Professor	Ph.D.	Yes	28
Glajar, Valentina	Professor	Ph.D.	Yes	14
Jaffe, Catherine M.	Professor	Ph.D.	Yes	31
Martin, Carole F.	Professor	Ph.D.	Yes	18
Porrás, Jorge Yuri	Professor	Ph.D.	Yes	12
Ugalde, Sharon E.	University Distinguished Professor	Ph.D.	Yes	44
Beale-Rosano-Rivaya, Yasmine C.	Assoc. Professor	Ph.D.	Yes	11
Cuadrado, Agustin	Assoc. Professor	Ph.D.	Yes	9
Golato, Peter S.	Assoc. Professor	Ph.D.	Yes	4
Gragera, Antonio	Assoc. Professor	Ph.D.	Yes	17
Intersimone, Luis A.	Assoc. Professor	Ph.D.	Yes	8
Juge, Matthew L.	Assoc. Professor	Ph.D.	Yes	15
Locklin, Blake	Assoc. Professor	Ph.D.	Yes	18



Martinez, Sergio M.	Assoc. Professor	Ph.D.	Yes	12
Pujalte, Maria Nieves	Assoc. Professor	Ph.D.	Yes	8
Abreu Mendoza, Carlos	Asst. Professor	Ph.D.		3
Navarro, David D.	Asst. Professor	Ph.D.		3

### Department of Philosophy

Hanks, Craig Chair	Professor	Ph.D.	Yes	17
Geuras, Dean J.	Professor	Ph.D.	Yes	46
Hutcheson, Peter W.	Professor	Ph.D.	Yes	38
Luizzi, Vincent L.	Professor	Ph.D.	Yes	44
Yuan, Lijun	Professor	Ph.D.	Yes	14
McKinney, Audrey M.	Assoc. Professor	Ph.D.	Yes	29
Raphael, Rebecca	Assoc. Professor	Ph.D.	Yes	18
Baltzly, Vaughn B.	Asst. Professor	Ph.D.		1
Barcenas Pardo, Alejandro	Asst. Professor	Ph.D.		4
Fischer, Robert W.	Asst. Professor	Ph.D.		4
Gallegos de Castillo, Lori L.	Asst. Professor	Ph.D.		1
Laycock, Joseph P.	Asst. Professor	Ph.D.		3
Lewis, Holly M.	Asst. Professor	Ph.D.		4
Marquez, Ivan	Asst. Professor	Ph.D.		5
Ray, Keisha R.	Asst. Professor	Ph.D.		1

### Department of Political Science

Grasso, Kenneth L. Chair	Professor	Ph.D.	Yes	25
Balanoff, Howard R.	Professor	D.E.D.	Yes	42
Gorman, Robert F.	University Distinguished Professor	Ph.D.	Yes	38
Kens, Paul A.	Professor	Ph.D.	Yes	30
Longoria, Thomas, Jr.	Professor	Ph.D.	Yes	9
Rahm, Dianne	Professor	Ph.D.	Yes	9
Shields, Patricia M.	Professor	Ph.D.	Yes	39½
Ward, Kenneth	Professor	Ph.D.	Yes	19
Brown, Christopher R.	Assoc. Professor	J.D.	Yes	10
Crossett, Gregory Lynn	Assoc. Professor	J.D.	Yes	16
DeHart, Paul R.	Assoc. Professor	Ph.D.	Yes	8
DeSoto, William H.	Assoc. Professor	Ph.D.	Yes	27
Hanks, Emily K.	Assoc. Professor	Ph.D.	Yes	7
Hindson, Theodore T.	Assoc. Professor	Ph.D.	Yes	43½
Leder, Arnold	Assoc. Professor	Ph.D.	Yes	45
Mihalkanin, Edward	Assoc. Professor	Ph.D.	Yes	27
Rangarajan, Nandhini	Assoc. Professor	Ph.D.	Yes	12
Sanchez-Sibony, Omar	Assoc. Professor	Ph.D.	Yes	8
Tajalli, Hassan	Assoc. Professor	Ph.D.	Yes	29
Wright, Walter A.	Assoc. Professor	J.D.	Yes	20
Yun, Hyun J.	Assoc. Professor	Ph.D.	Yes	10
Bagnulo, Ashleen K.	Asst. Professor	Ph.D.		1

Castillo, Cecilia R.	Asst. Professor	Ph.D.	Yes	26
Doyle, Thomas Earl, II	Asst. Professor	Ph.D.		5
Evans, Michelle L.	Asst. Professor	J.D.		7
Faber, Michael J.	Asst. Professor	Ph.D.		3
Fields, Willard M., III	Asst. Professor	Ph.D.		6

### Department of Psychology

Kelemen, William L. Chair	Professor	Ph.D.	Yes	6
Czyzewska, Maria	Professor	Ph.D.	Yes	29
Davis, John M.	Professor	Ph.D.	Yes	43
Etherton, Joseph L.	Professor	Ph.D.	Yes	11
Mendez, Roque V.	Professor	Ph.D.	Yes	28
Osborne, Randall	Professor	Ph.D.	Yes	16
Ceballos, Natalie A.	Assoc. Professor	Ph.D.	Yes	10
Graham, Reiko	Assoc. Professor	Ph.D.	Yes	12
Haskard Zolnierrek, Kelly B.	Assoc. Professor	Ph.D.	Yes	10
Howard, Krista J.	Assoc. Professor	Ph.D.	Yes	7
Oberle, Crystal	Assoc. Professor	Ph.D.	Yes	12
Schepis, Ty	Assoc. Professor	Ph.D.	Yes	8
Abramovitch, Amitai	Asst. Professor	Ph.D.		2
Deason, Rebecca G.	Asst. Professor	Ph.D.		4
Hu, Yuequin	Asst. Professor	Ph.D.		4
Tooley, Kristen M.	Asst. Professor	Ph.D.		4
Trujillo, Logan T.	Asst. Professor	Ph.D.		3
Warnell, Katherine R.	Asst. Professor	Ph.D.		1
Westerberg, Carmen E.	Asst. Professor	Ph.D.		6

### Department of Sociology

Smith, Chad L. Chair	Professor	Ph.D.	Yes	13
Day, Susan B.	Professor	Ph.D.	Yes	38
Giuffre, Patti	Professor	Ph.D.	Yes	19
Kotarba, Joseph A.	Professor	Ph.D.	Yes	7
Pino, Nathan W.	Professor	Ph.D.	Yes	11
Watt, Toni Terling	Professor	Ph.D.	Yes	16
Anderson, Audwin L.	Assoc. Professor	Ph.D.	Yes	23
Chee, Kyong H.	Assoc. Professor	Ph.D.	Yes	11
Harris, Deborah A.	Assoc. Professor	Ph.D.	Yes	10
Majumdar, Debarun	Assoc. Professor	Ph.D.	Yes	16
Martinez, Gloria P.	Assoc. Professor	Ph.D.	Yes	12
Clement, Matthew T.	Asst. Professor	Ph.D.		2
Dietrich, David R.	Asst. Professor	Ph.D.		6
Kim, Seoyoun	Asst. Professor	Ph.D.		2
Pan, Xi	Asst. Professor	Ph.D.		1

## COLLEGE OF SCIENCE AND ENGINEERING

### Department of Biology

Hahn, Dittmar Chair	Professor	Ph.D.	Yes	13
Bonner, Timothy H.	Professor	Ph.D.	Yes	16
Forstner, Michael R.	Regents' Professor	Ph.D.	Yes	18
Gabor, Caitlin	Professor	Ph.D.	Yes	17
Garcia, Dana M.	Professor	Ph.D.	Yes	24
Green, Michael Clay	Professor	Ph.D.	Yes	12
Hardy, Thomas	Professor	Ph.D.	Yes	8
Huffman, David G.	Professor	Ph.D.	Yes	44
Lemke, David E.	Professor	Ph.D.	Yes	33
Lopes, Vicente	Professor	Ph.D.	Yes	12
McLean, Robert J.C.	Regents' Professor	Ph.D.	Yes	24
Nice, Chris	Professor	Ph.D.	Yes	16
Nowlin, Weston Hugh	Professor	Ph.D.	Yes	12
Schwinning, Susan	Professor	Ph.D.	Yes	12½
Weckerly, Floyd	Professor	Ph.D.	Yes	15
Williamson, Paula S	University Distinguished Professor	Ph.D.	Yes	29
Dharmasiri, Nihal	Assoc. Professor	Ph.D.	Yes	12
Groeger, Alan W.	Assoc. Professor	Ph.D.	Yes	28
Martin, Noland H.	Assoc. Professor	Ph.D.	Yes	11
Moody, Sandra West	Assoc. Professor	Ph.D.	Yes	28
Ott, James R.	Assoc. Professor	Ph.D.	Yes	24½
Schwartz, Benjamin F.	Assoc. Professor	Ph.D.	Yes	8½
Upchurch, Garland R., Jr.	Assoc. Professor	Ph.D.	Yes	30
Veech, Joseph A., Jr.	Assoc. Professor	Ph.D.	Yes	9
Westerlund, Julie F.	Assoc. Professor	Ph.D.	Yes	20
Huertas Pau, Maria del Mar	Asst. Professor	Ph.D.		1
Castro-Arellano, Ivan	Asst. Professor	Ph.D.		6
Daniel, Kristy L.	Asst. Professor	Ph.D.		2
Dutton, Jessica	Asst. Professor	Ph.D.		2
Kang, Hong Gu	Asst. Professor	Ph.D.		5½
Rodriguez, David	Asst. Professor	Ph.D.		3
Schwalb, Astrid N.	Asst. Professor	Ph.D.		3
Weigum, Shannon E.	Asst. Professor	Ph.D.		7

### Department of Chemistry and Biochemistry

Feakes, Debra A. Interim Chair	Professor	Ph.D.	Yes	23
Beall, Gary W.	Professor	Ph.D.	Yes	16
Brittain, William J.	Professor	Ph.D.	Yes	7
Kornienko, Alexander V.	Professor	Ph.D.	Yes	5
Lewis, Lysle	Professor	Ph.D.	Yes	16
Walter, Ronald B.	Professor	Ph.D.	Yes	30

Booth, Chad	Assoc. Professor	Ph.D.	Yes	16
Hudnall, Todd W.	Assoc. Professor	Ph.D.	Yes	7
Irvin, Jennifer A.	Assoc. Professor	Ph.D.	Yes	9
Ji, Chang	Assoc. Professor	Ph.D.	Yes	13
Kerwin, Sean M.	Assoc. Professor	Ph.D.	Yes	2
Martin, Benjamin	Assoc. Professor	Ph.D.	Yes	14
Whitten, Steven T.	Assoc. Professor	Ph.D.	Yes	8
Betancourt, Tania	Asst. Professor	Ph.D.		6
Du, Liqin	Asst. Professor	Ph.D.		2
Lewis, Karen A.	Asst. Professor	Ph.D.		3
Luxford, Cynthia J.	Asst. Professor	Ph.D.		2
Rhodes, Christopher P.	Asst. Professor	Ph.D.		3

### Department of Computer Science

Shi, Hongchi Chair	Professor	Ph.D.	Yes	10
Ali, Moonis	Professor	Ph.D.	Yes	26
Burtscher, Martin	Professor	Ph.D.	Yes	7
Hwang, Caneo Jinshong	Professor	Ph.D.	Yes	30
Ngu, Hee Hiong	Professor	Ph.D.	Yes	15
Peng, Wuxu	Professor	Ph.D.	Yes	27
Chen, Xiao	Assoc. Professor	Ph.D.	Yes	18
Durrett, H. John	Assoc. Professor	Ph.D.	Yes	41
Gao, Ju	Assoc. Professor	Ph.D.	Yes	9
Gu, Qijun	Assoc. Professor	Ph.D.	Yes	12
Guirguis, Mina S.	Assoc. Professor	Ph.D.	Yes	11
Komogortsev, Oleg	Assoc. Professor	Ph.D.	Yes	8
Lu, Yijuan	Assoc. Professor	Ph.D.	Yes	9
Podorozhny, Rodion	Assoc. Professor	Ph.D.	Yes	13
Qasem, Apan Muhammad	Assoc. Professor	Ph.D.	Yes	10
Tamir, Dan	Assoc. Professor	Ph.D.	Yes	12
Metsis, Vangelis	Asst. Professor	Ph.D.		3
Yang, Guowei	Asst. Professor	Ph.D.		4
Zare, Habil	Asst. Professor	Ph.D.		3
Zong, Ziliang	Asst. Professor	Ph.D.		6

### Ingram School of Engineering

McClellan, Stanley A. Director	Professor	Ph.D.	Yes	8
Droopad, Ravindranath	Professor	Ph.D.	Yes	9
Schemmel, John J.	Professor	Ph.D.	Yes	3
Stephan, Karl	Professor	Ph.D.	Yes	17
Stern, Harold P.	Ingram Professor	Ph.D.	Yes	10
Asiabanpour, Bahram	Assoc. Professor	Ph.D.	Yes	14
Chen, Heping	Assoc. Professor	Ph.D.	Yes	7
Chen, Yihong	Assoc. Professor	Ph.D.	Yes	8
Jimenez, Jesus	Assoc. Professor	Ph.D.	Yes	11
Jin, Tongdan	Assoc. Professor	Ph.D.	Yes	8

Novoa, Clara M.	Assoc. Professor	Ph.D.	Yes	12
Stapleton, William A.	Assoc. Professor	Ph.D.	Yes	10
Tate, Jitendra S.	Assoc. Professor	Ph.D.	Yes	12
Aguayo, Federico M.	Asst. Professor	Ph.D.		1
Aslan, Semih	Asst. Professor	Ph.D.		6
Kim, Namwon	Asst. Professor	Ph.D.		3
Koutitas, Georgios	Asst. Professor	Ph.D.		1
Perez, Eduardo	Asst. Professor	Ph.D.		5
Yu, Qingkai	Asst. Professor	Ph.D.		5½

### Department of Engineering Technology

Batey, Andy H., Jr. Chair	Assoc. Professor	Ph.D.	Yes	32
Sriraman, Vedaraman	University Distinguished Professor	D.Eng.	Yes	26
Winek, Gary J.	Professor	Ph.D.	Yes	36
Ameri, Farhad	Assoc. Professor	D.Eng.	Yes	8½
Kim, Yoo-Jae	Assoc. Professor	Ph.D.	Yes	8
Lee, Soon Jae	Assoc. Professor	Ph.D.	Yes	9
Song, In-Hyounk	Assoc. Professor	Ph.D.	Yes	7
You, Byoung Hee	Assoc. Professor	Ph.D.	Yes	8
Talley, Kimberly Grau	Asst. Professor	Ph.D.		5½
Torres, Anthony S.	Asst. Professor	Ph.D.		4

### Department of Mathematics

Morey, Susan Chair	Professor	Ph.D.	Yes	20
Bandy, Carroll L.	Professor	Ph.D.	Yes	39½
Curtin, Eugene	Professor	Ph.D.	Yes	29
Dix, Julio G.	Professor	Ph.D.	Yes	30
Gu, Weizhen	Professor	Ph.D.	Yes	27
Jia, Xingde	Professor	Ph.D.	Yes	17
Jiang, Zhonghong	Professor	Ph.D.	Yes	10
Keller, Thomas M.	Professor	Ph.D.	Yes	20
Passty, Gregory B.	Professor	Ph.D.	Yes	35
Shen, Jian	Professor	Ph.D.	Yes	18
Thickstun, Thomas L.	Professor	Ph.D.	Yes	36
Torrejon, Ricardo M.	Professor	Ph.D.	Yes	36
Warshauer, Max L.	Regents' Professor	Ph.D.	Yes	38
Welsh, Stewart C.	Professor	Ph.D.	Yes	29
Acosta, Maria T.	Assoc. Professor	Ph.D.	Yes	25
Bishop, Jessica L.	Assoc. Professor	Ph.D.	Yes	1
Ferrero, Maria Daniela	Assoc. Professor	Ph.D.	Yes	17
Lee, Young Ju	Assoc. Professor	Ph.D.	Yes	3
Obara, Samuel	Assoc. Professor	Ph.D.	Yes	11
Snyder, David F.	Assoc. Professor	Ph.D.	Yes	29
Sorto, Maria Alejandra	Assoc. Professor	Ph.D.	Yes	12

Strickland, Sharon K.	Assoc. Professor	Ph.D.	Yes	8
White, Alexander	Assoc. Professor	Ph.D.	Yes	12
Zhao, Qiang	Assoc. Professor	Ph.D.	Yes	11
Czocher, Jennifer A.	Asst. Professor	Ph.D.		4
Dochtermann, Anton M.	Asst. Professor	Ph.D.		1
McCabe, Terence W.	Asst. Professor	Ph.D.	Yes	29
Melhuish, Kathleen M.	Asst. Professor	Ph.D.		1
Oh, Suho	Asst. Professor	Ph.D.		3
Rusnak, Lucas J.	Asst. Professor	Ph.D.		1
Sigley, Robert	Asst. Professor	Ph.D.		1
Sun, Shuying	Asst. Professor	Ph.D.		4
Treinen, Raymond F.	Asst. Professor	Ph.D.		6
Wang, Chunmei	Asst. Professor	Ph.D.		1
Warshauer, Hiroko K.	Asst. Professor	Ph.D.		4
Yang, Yong	Asst. Professor	Ph.D.		4

**Department of Physics**

Holtz, Mark W.	Professor	Ph.D.	Yes	4½
Chair				
Donnelly, David	Professor	Ph.D.	Yes	17
Myers, Thomas H., II	Professor	Ph.D.	Yes	9
Olson, Donald W.	Regents' Professor	Ph.D.	Yes	36
Piner, Edwin L.	Professor	Ph.D.	Yes	6½
Close, Hunter G.	Assoc. Professor	Ph.D.	Yes	6
Geerts, Wilhelmus J.	Assoc. Professor	Ph.D.	Yes	20
Li, Jian V.	Assoc. Professor	Ph.D.		2
Spencer, Gregory F.	Assoc. Professor	Ph.D.	Yes	17
Theodoropoulou, Nikoleta	Assoc. Professor	Ph.D.	Yes	9
Close, Eleanor W.	Asst. Professor	Ed.D.		3
Zakhidov, Alexander	Asst. Professor	Ph.D.		3

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

NAME	DEG	RANK	DEPARTMENT	%FTE	SALARY	PERIOD
<b>COLLEGE OF APPLIED ARTS</b>						
R Andrade, Edwardo	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Spring 2017
R Arledge, Roy W., III	J.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
R Barr, Geoffrey I.	J.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
N Borah, Elisa V.	Ph.D.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R Brewer, Stacey L.	B.S.	Lecturer	Family and Consumer Sciences	.40	10,000.00	Spring 2017
R Buie, Barbara E.	M.S.W.	Lecturer	Social Work	.20	6,000.00	Spring 2017
R Burkart, Chelsea	M.S.	Lecturer	Family and Consumer Sciences	.50	10,777.23	Spring 2017
R Burns, Judith M.	M.S.W.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R Bruner, Brain L.	M.B.A.	Lecturer	Agriculture	.75	17,000.01	Spring 2017
R Cogswell, Lillie H.	M.Ed.	Lecturer	Criminal Justice	.40	6,612.00	Spring 2017
R Crawford, Michelle	M.Ed.	Lecturer	Family and Consumer Sciences	.20	4,750.00	Spring 2017
R Crawford, Michelle	M.Ed.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Spring 2017
R Creed, Charles T.	B.A.	Asst. Prof.	Military Science	1.00	0.00	Spring 2017

R	DeVirgilio, Louis	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Spring 2017
R	Drobeck, Bruce	Ph.D.	Lecturer	Family and Consumer Sciences	.20	5,000.00	Spring 2017
R	Earnest, Kelly L.	M.S.C.J.	Lecturer	Criminal Justice	.20	3,362.00	Spring 2017
R	Eckert, Mary A.	Ph.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
R	Elshoff, James D.	J.D.	Lecturer	Criminal Justice	.40	8,112.00	Spring 2017
R	Gibson, Patricia A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	1.00	20,620.53	Spring 2017
R	Gomez Peguero, Valerie J.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2017
R	Gottschall, Portia	M.Ed.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,600.00	Spring 2017
R	Grams, Mary A.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	7,000.00	Spring 2017
R	Gray, Christine R.	Ph.D.	Lecturer	Family and Consumer Sciences	.40	10,000.00	Spring 2017
R	Harkins, Betty L.	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	7,000.00	Spring 2017
R	Harvey, Christopher J.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,500.00	Spring 2017
R	Haskell, Rachael	Ph.D.	Lecturer	Social Work	1.00	26,116.02	Spring 2017
R	Hinojosa, Leonard	M.S.	Lecturer	Criminal Justice	.40	6,612.00	Spring 2017
R	Hoitt, Charles B.	M.Ed.	Lecturer	Agriculture	.40	10,000.00	Spring 2017
N	Holleran, Lisa L.	Ph.D.	Lecturer	Criminal Justice	.40	8,112.00	Spring 2017
N	Kampschaeffer, Scott J.	M.S.W.	Lecturer	Social Work	.40	7,000.00	Spring 2017
R	Kennedy, Mark D.	J.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
R	Klein, Colleen K.	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	6,600.00	Spring 2017
R	Kovar, Jerry L.	M.S.C.J.	Lecturer	Criminal Justice	.20	3,362.00	Spring 2017
N	Kraft, Guileine	Ph.D.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R	Le Duc, Frances	Ph.D.	Lecturer	Agriculture	.20	5,500.00	Spring 2017
R	Lee, Brett L.	M.Ed.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,500.00	Spring 2017
R	Lopez, Sonya M.	M.S.W.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,500.00	Spring 2017
R	McGee, Stacie S.	M.S.W.	Lecturer	Social Work	1.00	25,405.47	Spring 2017
R	Meeker, Linda S.	M.S.W.	Lecturer	Social Work	.75	19,587.01	Spring 2017
R	Missildine, James	M.Ed.	Lecturer	Agriculture	.20	5,835.00	Spring 2017
R	Mowrey, Kara R.	Ed.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.40	7,000.00	Spring 2017
R	Murillo, Rosamaria	Ph.D.	Lecturer	Social Work	.40	8,000.00	Spring 2017
R	Nava, Michael E.	Ph.D.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,500.00	Spring 2017
R	Papick, Joseph F.	M.S.S.W.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R	Penzerro, Rose M.	Ph.D.	Lecturer	Social Work	1.00	26,116.02	Spring 2017
R	Phillips, Farya	Ph.D.	Lecturer	Family and Consumer Sciences	.20	5,000.00	Spring 2017
R	Poole, Shane J.	M.S.	Lecturer	Criminal Justice	.40	6,612.00	Spring 2017
R	Provost, Elizabeth	M.S.W.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R	Quinones, Michele	Ph.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
R	Quintanilla, Yolanda I.	M.S.I.S.	Lecturer	Occupational, Workforce, and Leadership Studies	.20	3,300.00	Spring 2017
R	Rattler, Lolita W.	M.S.S.W.	Lecturer	Social Work	.50	12,500.00	Spring 2017
R	Reat, Amanda M.	M.S.	Lecturer	Family and Consumer Sciences	.20	4,500.00	Spring 2017
R	Robbins, Robert R., Jr.	B.Arch.	Lecturer	Family and Consumer Sciences	.75	16,875.00	Spring 2017
R	Roberts, Sandra	M.S.	Lecturer	Family and Consumer Sciences	.20	4,000.00	Spring 2017
R	Rodriguez, Abel	M.S.W.	Lecturer	Social Work	1.00	26,116.02	Spring 2017
R	Rogers, Lisa	M.S.S.W.	Lecturer	Social Work	1.00	23,460.03	Spring 2017
R	Rollins, Tanya N.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2017
R	Russell, Elizabeth	Ph.D.	Lecturer	Family and Consumer Sciences	.20	5,000.00	Spring 2017
R	Schaffer, Maura S.	M.F.A.	Lecturer	Family and Consumer Sciences	.40	9,000.00	Spring 2017
R	Smith, Rhonda	M.S.W.	Lecturer	Social Work	.20	4,500.00	Spring 2017

R	Spencer, David	Ph.D.	Lecturer	Criminal Justice	.40	8,000.00	Spring 2017
R	Squires, Vickie L.	M.M.Ed.	Lecturer	Family and Consumer Sciences	.40	9,500.00	Spring 2017
R	Su, Yungting T.	Ph.D.	Lecturer	Family and Consumer Sciences	.40	9,000.00	Spring 2017
R	Summerhill, Laura	M.S.S.W.	Lecturer	Social Work	1.00	23,120.01	Spring 2017
R	Tijerina, Mary S.	Ph.D.	Assoc. Prof.	Social Work	.20	4,500.00	Spring 2017
R	Villa, Elizabeth B.	M.S.C.J.	Lecturer	Criminal Justice	.20	3,362.00	Spring 2017
N	Waddell, Rhondda	Ph.D.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R	Wildberger, Martha S.	M.S.W.	Lecturer	Social Work	.20	4,500.00	Spring 2017
N	Wilkins, Rebecca	B.S.F.C.S.	Lecturer	Family and Consumer Sciences	.20	3,500.00	Spring 2017
N	Wold, JoAnn W.	M.S.W.	Lecturer	Social Work	.20	3,500.00	Spring 2017
N	Wright, Heather	J.D.	Lecturer	Criminal Justice	.20	4,112.00	Spring 2017
R	Yarvis, Jeffrey S.	Ph.D.	Lecturer	Social Work	.20	4,000.00	Spring 2017
R	Youens, Christine	M.S.	Lecturer	Family and Consumer Sciences	.20	4,500.00	Spring 2017

**MCCOY COLLEGE OF BUSINESS ADMINISTRATION**

R	Alford, Allison M.	Ph.D.	Lecturer	Management	.40	7,500.00	Spring 2017
R	Ally, Murtaza	M.B.A.	Lecturer	Computer Information Systems and Quantitative Methods	.40	10,000.00	Spring 2017
R	Arledge, Roy W., III	J.D.	Lecturer	Finance and Economics	.20	4,000.00	Spring 2017
N	Aurit, Andrea S.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2017
R	Bible, Jonathan D.	J.D.	Professor Emeritus	Finance and Economics	1.00	63,380.30	Spring 2017
R	Biemer, David J.	Ph.D.	Lecturer	Management	.40	8,250.00	Spring 2017
R	Blacksmith, James	M.S.	Lecturer	Management	.20	3,750.00	Spring 2017
N	Bonilla, Monica L.	J.D.	Lecturer	Finance and Economics	.20	4,000.00	Spring 2017
R	Bucco, Jack	Ph.D.	Lecturer	Finance and Economics	.40	8,000.00	Spring 2017
N	Clark, Thomas H.	M.S.	Lecturer	Marketing	.20	6,000.00	Spring 2017
R	D'Amelio, Michael	J.D.	Lecturer	Management	.20	4,100.00	Spring 2017
R	Davies, Douglas S.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2017
N	Draman, Rexford	Ph.D.	Lecturer	Management	1.00	41,000.00	Spring 2017
R	Evans, Mark W.	M.S.	Lecturer	Management	.40	7,250.00	Spring 2017
R	Felan, Victor N.	M.B.A.	Lecturer	Accounting	.40	7,500.00	Spring 2017
R	Flynn, Steven T.	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Spring 2017
R	Fregger, Bradley M.	M.A.	Lecturer	Management	.20	5,500.00	Spring 2017
R	Fulton, Lawrence	Ph.D.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	Spring 2017
R	Garza, Sonya C.	J.D.	Lecturer	Finance and Economics	.20	4,000.00	Spring 2017
R	Guerrero, Elizabeth	M.B.A.	Lecturer	Management	.20	5,100.00	Spring 2017
R	Hoffman, Tina M.	M.B.A.	Lecturer	Management	.20	3,600.00	Spring 2017
N	Huang, Ta-Cheng	M.A.	Lecturer	Finance and Economics	1.00	40,000.00	Spring 2017
R	Jackson, Robert M.	M.B.A.	Lecturer	Finance and Economics	.20	4,000.00	Spring 2017
R	Jacobvitz, Martin L.	M.B.A.	Lecturer	Finance and Economics	.20	4,000.00	Spring 2017
R	Jacobvitz, Martin L.	M.B.A.	Lecturer	Management	.20	4,125.00	Spring 2017
N	Jaeger, Amy D.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2017
R	Jones, Andrew M.	Ph.D.	Lecturer	Management	.40	8,250.00	Spring 2017
R	Lund, Yogesh D.	M.B.A.	Lecturer	Management	.20	4,100.00	Spring 2017
N	Lyman, Kevin H.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2017
R	Martin, Stephen C.	J.D.	Lecturer	Accounting	.40	7,725.00	Spring 2017
R	Matza, Richard E.	M.P.A.	Lecturer	Accounting	.40	15,225.00	Spring 2017
R	McCormick, Montgomery P.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2017
R	McGee, John W.	J.D.	Professor Emeritus	Finance and Economics	.20	4,000.00	Spring 2017
R	McNabb, Monica	M.B.A.	Lecturer	Finance and Economics	.20	4,250.00	Spring 2017
R	Morgan, Byron L.	Ph.D.	Lecturer	Computer Information Systems and Quantitative Methods	.20	5,000.00	Spring 2017
R	Morgan, Byron L.	Ph.D.	Lecturer	Management	.20	4,100.00	Spring 2017
R	Niemiec, Jerome	M.B.A.	Lecturer	Finance and Economics	.40	8,000.00	Spring 2017
R	Obdyke, Louis	J.D.	Lecturer	Management	.20	4,250.00	Spring 2017
R	O'Neal, Robert E., III	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2017



R	Perry, Kent C.	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2017
R	Proesel, Steven G.	M.S.B.A.	Lecturer	Accounting	.20	6,953.00	Spring 2017
R	Roesemann, Douglas	M.B.A.	Lecturer	Marketing	.20	3,750.00	Spring 2017
R	Rose, Dennis V.	M.B.A.	Lecturer	Management	.20	3,750.00	Spring 2017
R	Rougeux, Natalie	J.D.	Lecturer	Management	.20	3,750.00	Spring 2017
R	Stern, Michael Z.	J.D.	Lecturer	Accounting	.40	9,390.00	Spring 2017
R	Walters, Jerel B.	M.B.A.	Lecturer	Management	.25	3,750.00	Spring 2017
R	Wiley, Emily R.	M.B.A.	Lecturer	Management	.20	5,500.00	Spring 2017
R	Wilhelm, Justin J.	M.Acy.	Lecturer	Accounting	.40	10,300.00	Spring 2017
R	Zigrossi, Christopher J.	M.B.A.	Lecturer	Management	.40	8,250.00	Spring 2017
R	Zigrossi, Sam J.	M.B.A.	Lecturer	Management	.40	8,100.00	Spring 2017

### COLLEGE OF EDUCATION

R	Alexander, Lonny	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Allcorn, Jerrod R.	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Alvarado, Melissa	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Antoine, Zenarae	M.S.P.E.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Averyt, Beverly	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Bahney, Jean S.	Ed.D.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Balcer, Mary K.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Bannerot, Joyce	Ph.D.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
N	Breeden, Michele	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Brown, Gale M.	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Brown, Janis S.	M.S.	Lecturer	Curriculum and Instruction	.20	4,100.00	Spring 2017
R	Burns, Marla E.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Caldwell, Kristine	M.A.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2017
R	Calzada, Donna J.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Calzada, Lucio	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Cave, Roy M.	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Chavez, Jesus H.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	7,300.00	Spring 2017
R	Chisum, Karen A.	M.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Collier, Denise L.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,800.00	Spring 2017
R	Conner, Kathi	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Corbillon, Fabien	M.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Cortez, Laura J.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Darden, Lora L.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Davis, Catherine	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Downey, Darcy	Ed.D.	Clinical Asst. Professor	Health and Human Performance	1.00	32,305.00	Spring 2017
R	Eckert, Julie A.	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2017
R	Fife, Tammy A.	M.F.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Fisher, Diane C.	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Gilbert, Mary B.	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Gilmore, Sherri W.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Gorence, Deborah	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Goudeau, Rita L.	M.S.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
N	Graber, Jessica	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Gravenor, Sandra	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,500.00	Spring 2017
R	Hall, Carol G.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
N	Hall, Chadwick J.	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Hall, Dorothy L.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017

R	Harrington, Ty L.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
N	Harris, Pamela W.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Harrison, Heather	B.S.	Lecturer	Health and Human Performance	.20	1,000.00	Spring 2017
N	Hausladen, Alexander D.	M.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
N	Heidt, Corey A.	M.S.R.L.S.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2017
R	Hemenway, Rebecca L.	M.S.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Hess, Blake	B.F.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Hill, Gregory T.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Hock, Stephen G.	M.Ed.	Lecturer	Curriculum and Instruction	.20	5,300.00	Spring 2017
R	Howell, Michael	B.G.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Hunter, Michael	Ph.D.	Lecturer	Health and Human Performance	.20	4,500.00	Spring 2017
R	Ikles, Ann B.	M.Ed.	Lecturer	Curriculum and Instruction	.20	4,700.00	Spring 2017
R	Ingwersen, Peter	M.Ed.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2017
R	Jackson, James	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Jackson, Ronald E., Jr.	M.S.	Lecturer	Health and Human Performance	.20	5,000.00	Spring 2017
R	Jacob, Cynthia C.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Jobes, Cheryl S.	M.A.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Johnson, John K.	M.S.	Lecturer	Health and Human Performance	.20	2,000.00	Spring 2017
R	Jones, Elaine B.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Jones, Joan C.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Jones, Patricia	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
N	Jones-Trebatoski, Kathleen A.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	Spring 2017
R	Kennedy, Mark D.	J.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	King, Jeffry T.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Kraft, Michael P.	B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Kraft, Michelle	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Levine, Janet S.	M.S.Ed.	Lecturer	Curriculum and Instruction	.20	5,300.00	Spring 2017
R	Lind, Tamara D.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Lord, Michal A.	Ph.D.	Sr. Lecturer	Health and Human Performance	.20	4,500.00	Spring 2017
R	Matthys, Matt A.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Mayberry, Shaina	B.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	McClain, Judy A.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	McDill, Leah W.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	McGrew, Chaitra	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	McKee, Jonila H.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Moede, Kurt E.	M.M.	Lecturer	Curriculum and Instruction	.40	8,000.00	Spring 2017
R	Monforton, Celeste A.	D.P.H.	Lecturer	Health and Human Performance	.20	4,500.00	Spring 2017
R	Moriarity, Marlene	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Morrison, Barbara	M.Ed.	Lecturer	Curriculum and Instruction	.20	1,200.00	Spring 2017
R	Murphy, Jennifer	B.S.	Lecturer	Health and Human Performance	.20	2,000.00	Spring 2017
R	Nelson, Angela M.	Ed.D.	Lecturer	Curriculum and Instruction	.20	4,100.00	Spring 2017
R	Neuman, Teresa	M.A.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Nolan, Lori G.	M.S.	Lecturer	Curriculum and Instruction	.40	8,000.00	Spring 2017
R	O'Bleness, Jessica J.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	O'Rourke, Patricia	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Painter, Kirk G.	D.P.T.	Lecturer	Health and Human Performance	.20	4,500.00	Spring 2017
R	Peregoy, Carol Z.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Pereira, Selina M.	M.S.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2017
R	Peterson, Katie E.	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
N	Petray, Jean E.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017

R	Petray, Thomas E., Jr.	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
N	Plowman, Debra	Ph.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Plunkett, Tory A.	B.B.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Potter, Denise D.	M.Ed.	Lecturer	Curriculum and Instruction	.20	4,700.00	Spring 2017
R	Ridgway, Morris	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
R	Riley, Philip M., Jr.	M.Ed.	Lecturer	Curriculum and Instruction	.20	5,300.00	Spring 2017
R	Robbins, Ricky L.	M.S.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2017
R	Rocha, Maria G.	M.S.	Lecturer	Curriculum and Instruction	.40	7,600.00	Spring 2017
R	Ryser, Gail R.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	0.00	Spring 2017
R	Schneider, Debra	M.Ed.	Lecturer	Curriculum and Instruction	.20	5,900.00	Spring 2017
R	Serrano-Ramos, Arlene	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Simmons, David	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Smith, Patricia L.	M.L.A.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Snodgrass, Greg	Ph.D.	Assoc. Prof.	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Snow, Kathryn R.	M.Ed.	Lecturer	Health and Human Performance	.20	4,500.00	Spring 2017
R	Spear, Elizabeth	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Spencer, Jeanne	Ed.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	Spring 2017
R	Steen, Heather	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Stephens, Elizabeth C.	Ed.D.	Professor Emerita	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Streicher, John R.	M.S.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
N	Strom, Lisa M.	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
R	Stroud, Rachel B.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.40	8,000.00	Spring 2017
R	Summer, Marlyse	M.Ed.	Lecturer	Curriculum and Instruction	.40	7,000.00	Spring 2017
N	Tidwell, Tamera	Ed.D.	Lecturer	Curriculum and Instruction	.20	4,100.00	Spring 2017
R	Turner, George M.	Ph.D.	Lecturer	Counseling, Leadership, Adult Education, and School Psychology	.20	4,000.00	Spring 2017
R	Turner, Peter	B.B.A.	Lecturer	Health and Human Performance	.20	1,612.00	Spring 2017
R	Utley, Deborah F.	M.Ed.	Lecturer	Curriculum and Instruction	.20	4,100.00	Spring 2017
R	Vanderwege, Gary	B.A.	Lecturer	Health and Human Performance	.20	3,000.00	Spring 2017
R	Veach, Mary J.	M.Ed.	Lecturer	Curriculum and Instruction	.20	3,500.00	Spring 2017
R	Vesseliza, Robert R., Jr.	M.A.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017
N	Walters, Sarah E.	M.S.R.A.	Lecturer	Health and Human Performance	.40	9,000.00	Spring 2017
R	Werner, Patricia	M.Ed.	Lecturer	Health and Human Performance	.20	3,500.00	Spring 2017
R	Wiswell, Christina	Ed.D.	Lecturer	Curriculum and Instruction	.20	4,000.00	Spring 2017
R	Woodard, Richelle	B.S.Ed.	Lecturer	Health and Human Performance	.20	0.00	Spring 2017

#### COLLEGE OF FINE ARTS AND COMMUNICATION

N	Bannon, Susannah P.	M.A.	Lecturer	Communication Studies	.20	3,700.00	Spring 2017
N	Beam, Robert C.	M.F.A.	Lecturer	Art and Design	.20	3,612.00	Spring 2017
R	Berkovsky, Randi	M.P.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
R	Bertling, Teresa S.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
R	Boysen, Karl L.	M.A.	Lecturer	Communication Studies	.20	3,000.00	Spring 2017
R	Briseno, Antonio	M.A.	Lecturer	Music	.20	5,112.00	Spring 2017
R	Brown, Jordon M.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
N	Buckley, Elizabeth	B.F.A.	Lecturer	Theatre and Dance	.20	3,612.00	Spring 2017
R	Canales, James	M.F.A.	Lecturer	Art and Design	.75	16,500.01	Spring 2017
R	Cartwright, Katharine I.	Ph.D.	Lecturer	Music	.20	900.00	Spring 2017

R	Chon, Kayla E.H.	D.M.A.	Lecturer	Music	.20	3,500.00	Spring 2017
R	Cochran, Denise	B.A.T.	Lecturer	Theatre and Dance	.20	5,400.00	Spring 2017
R	Corley, Alton L.	Ph.D.	Lecturer	Music	.75	16,785.63	Spring 2017
R	Davila, Vianna R.	M.J.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
N	Dawkins, Chad M.	M.A.	Lecturer	Art and Design	.20	3,500.00	Spring 2017
R	DeBow, Faith	M.M.	Sr. Lecturer	Music	.40	7,000.00	Spring 2017
R	Deemer, Paul M.	M.M.	Lecturer	Music	.20	5,512.00	Spring 2017
R	DeWind, Bonnie	M.M.	Lecturer	Music	.40	9,000.00	Spring 2017
R	Dickens, Michelle	M.A.	Lecturer	Journalism and Mass Communication	.40	7,250.00	Spring 2017
R	Dierolf, Wallace C.	M.M.	Lecturer	Music	.40	5,400.00	Spring 2017
R	Easterday, Anastasia	Ph.D.	Lecturer	Art and Design	.20	4,000.00	Spring 2017
R	Faseler, Shannon	M.F.A.	Lecturer	Art and Design	.40	7,000.00	Spring 2017
R	Fernandez, Veronica M.	M.F.A.	Lecturer	Art and Design	.20	3,500.00	Spring 2017
R	Fife, Tammy A.	M.F.A.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2017
R	Fifield, Jennifer A.	B.F.A.	Lecturer	Theatre and Dance	.20	3,112.00	Spring 2017
R	Franz, Crystal F.	M.F.A.	Lecturer	Theatre and Dance	.40	6,112.00	Spring 2017
R	Fraser, Leslee R.	M.F.A.	Lecturer	Art and Design	.40	7,500.00	Spring 2017
R	Gates, Kevin T.	M.A.	Lecturer	Theatre and Dance	.20	7,112.00	Spring 2017
R	George, Babetta	M.F.A.	Lecturer	Theatre and Dance	.20	4,112.00	Spring 2017
R	Girko, Stephen	M.M.	Lecturer	Music	.20	3,600.00	Spring 2017
N	Gonzalez, Brandon I.	M.F.A.	Lecturer	Art and Design	.50	11,000.02	Spring 2017
N	Gonzalez, Brandon I.	M.F.A.	Lecturer	Theatre and Dance	.25	5,500.04	Spring 2017
R	Gray, Abbigail C.	J.D.	Lecturer	Journalism and Mass Communication	.40	8,250.00	Spring 2017
R	Grogan, Melissa	M.F.A.	Lecturer	Theatre and Dance	.75	33,750.00	Spring 2017
R	Ham, Brittany R.	M.F.A.	Lecturer	Art and Design	.75	16,500.00	Spring 2017
R	Haygood, Laura Y.	M.A.	Lecturer	Theatre and Dance	.20	3,000.00	Spring 2017
N	Hebler, Ashley R.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
N	Helfert, David L.	M.A.	Lecturer	Communication Studies	.20	3,700.00	Spring 2017
R	Hinojosa, Esteban	M.A.	Lecturer	Art and Design	.40	8,000.00	Spring 2017
N	Horn, Caleb B.	M.F.A.	Lecturer	Art and Design	1.00	22,000.00	Spring 2017
R	Johnson, Craig M.	D.M.A.	Lecturer	Music	.20	5,112.00	Spring 2017
R	Jung, Soomin	M.F.A.	Lecturer	Art and Design	.50	11,000.00	Spring 2017
R	Keever, Erin E.	M.A.	Lecturer	Art and Design	.20	3,500.00	Spring 2017
R	Khan, Salwa	Ph.D.	Lecturer	Journalism and Mass Communication	.20	4,250.00	Spring 2017
N	Lab, Lindsay J.	H.S.	Lecturer	Theatre and Dance	.20	3,612.00	Spring 2017
R	LeClair, Cassandra F.	Ph.D.	Lecturer	Communication Studies	.40	7,400.00	Spring 2017
R	Liford, Clayton C.	B.S.	Lecturer	Theatre and Dance	.20	3,612.00	Spring 2017
R	Lyons-Garcia, Courtney P.	M.A.	Lecturer	Journalism and Mass Communication	.20	3,750.00	Spring 2017
R	Mallonee, Laura	M.A.	Lecturer	Communication Studies	.25	3,600.00	Spring 2017
R	Maresca, Marqui	B.A.	Lecturer	Theatre and Dance	.40	13,612.00	Spring 2017
R	Marks, Dianne S.	M.Ed.	Lecturer	Theatre and Dance	.20	1,800.00	Spring 2017
R	Markus, Dwight L.	M.A.	Lecturer	Theatre and Dance	.20	4,000.00	Spring 2017
R	Mazurek, Anna L.	M.A.	Lecturer	Journalism and Mass Communication	.40	7,250.00	Spring 2017
R	McAllister, John J.	M.F.A.	Lecturer	Theatre and Dance	.20	4,112.00	Spring 2017
R	McBride, Michael	Ed.D.	Distinguished Professor Emeritus	Journalism and Mass Communication	.40	8,500.00	Spring 2017
R	McCorkle, Amanda R.E.	M.F.A.	Lecturer	Theatre and Dance	.75	16,303.95	Spring 2017

R	Menchaca, Michael C.	M.F.A.	Lecturer	Art and Design	.40	7,000.00	Spring 2017
R	Mendez, Deborah	B.S.Ed.	Lecturer	Theatre and Dance	.20	3,612.00	Spring 2017
R	Miles, Charles J.	B.A.	Lecturer	Music	.59	11,957.22	Spring 2017
N	Miller, Ann B.	M.F.A.	Lecturer	Art and Design	.40	7,112.00	Spring 2017
R	Morris, Matthew B.	M.A.	Lecturer	Communication Studies	.25	3,700.00	Spring 2017
N	Payton, Katherine	M.Ed.	Lecturer	Music	.20	4,500.00	Spring 2017
R	Poyser, Bryan K.	B.S.	Lecturer	Theatre and Dance	.40	7,112.00	Spring 2017
N	Psihramis, Lisa S.	M.F.A.	Lecturer	Art and Design	.75	16,500.00	Spring 2017
R	Quintero, Michelle	M.M.	Lecturer	Music	.20	4,500.00	Spring 2017
R	Rodriquez, Melissa D.	M.A.	Lecturer	Theatre and Dance	.20	3,500.00	Spring 2017
R	Schele, Elaine D.	Ph.D.	Lecturer	Art and Design	.20	3,500.00	Spring 2017
N	Scurlock-Dillard, Jo Linda	M.A.	Lecturer	Music	.20	4,500.00	Spring 2017
R	Snowden, Sherry	M.Ed.	Lecturer	Art and Design	1.00	22,540.50	Spring 2017
R	Summer, Stephen	M.M.	Lecturer	Music	.20	3,600.00	Spring 2017
R	Trittin, Brian L.	D.M.A.	Lecturer	Music	.20	3,823.00	Spring 2017
R	Turner, Laura B.	M.F.A.	Lecturer	Art and Design	.75	16,500.02	Spring 2017
R	Vandenberg, Scott	B.A.	Lecturer	Theatre and Dance	.20	4,000.00	Spring 2017
R	Visit, Christopher	M.F.A.	Lecturer	Art and Design	.20	4,000.00	Spring 2017
N	Walker, Kellen	M.F.A.	Lecturer	Art and Design	.20	3,612.00	Spring 2017
R	Ward, Christa J.	Ph.D.	Lecturer	Journalism and Mass Communication	.40	8,000.00	Spring 2017
R	White, Shalena B.	M.F.A.	Lecturer	Art and Design	.20	3,612.00	Spring 2017

**COLLEGE OF HEALTH PROFESSIONS**

R	Alcala, Sylvia G.	M.A.	Lecturer	Health Information Management	.40	10,000.00	Spring 2017
R	Baker, Christopher	D.C.	Lecturer	Physical Therapy	.40	6,000.00	Spring 2017
R	Barile, John S.	B.S.R.C.	Clinical Lecturer	Respiratory Care	.20	3,500.00	Spring 2017
R	Benitez, Sylvia	M.A.	Lecturer	Health Information Management	.40	6,000.00	Spring 2017
R	Biggans, Elizabeth A.	M.S.N.	Clinical Asst. Professor	Nursing	1.00	36,999.99	Spring 2017
R	Britton, Amy E.	M.S.N.	Lecturer	Nursing	.40	11,050.00	Spring 2017
R	Cline, Kristen A.	M.S.Eng.	Lecturer	Radiation Therapy	.20	4,000.00	Spring 2017
R	Darga, Anne F.	M.S.	Lecturer	Nursing	.75	15,000.00	Spring 2017
R	Dettmann, Carol	D.N.P.	Lecturer	Nursing	.20	5,000.00	Spring 2017
R	Felske, Carrie L.	M.S.N.	Lecturer	Nursing	.20	6,500.00	Spring 2017
R	Franklin, Geri C.	B.H.S.	Clinical Lecturer	Respiratory Care	.40	8,000.00	Spring 2017
R	Fredrickson, Sharolyn A.	M.S.	Clinical Lecturer	Communication Disorders	1.00	24,750.00	Spring 2017
R	Galemore, Emilie	Au.D.	Clinical Lecturer	Communication Disorders	1.00	24,586.20	Spring 2017
R	Greathouse, David G.	Ph.D.	Clinical Professor	Physical Therapy	.20	8,000.00	Spring 2017
R	Guevara, Henry	Ph.D.	Lecturer	Nursing	1.00	14,000.00	Spring 2017
R	Hess, Cathy M.	B.S.M.R.A.	Lecturer	Health Information Management	.40	8,000.00	Spring 2017
R	Horn, Kelly D.	M.S.N.	Lecturer	Nursing	.20	5,200.00	Spring 2017
R	Imathiu, Elizabeth	M.S.N.	Lecturer	Nursing	.20	6,500.00	Spring 2017
N	Jamon, Amber	M.S.N.	Lecturer	Nursing	.20	5,850.00	Spring 2017
R	Johnson, Jennifer	M.S.C.D.	Clinical Lecturer	Communication Disorders	1.00	26,008.02	Spring 2017
R	Klein-Robbins, Rosemary	M.S.	Lecturer	Nursing	.40	13,000.00	Spring 2017
R	Leibert, Bruce A.	M.D.	Lecturer	Nursing	.40	9,000.00	Spring 2017
R	Liles, Gabrielle G.	M.S.N.	Lecturer	Nursing	.20	3,900.00	Spring 2017
R	Mazza, Frank	M.D.	Clinical Assoc. Professor	Respiratory Care	.20	3,612.00	Spring 2017

R	Messinger, Catharine J.	D.N.P.	Clinical Asst. Professor	Nursing	1.00	33,333.35	Spring 2017
N	Mohan, Ranjini	Ph.D.	Assistant Professor	Communication Disorders	1.00	62,500.00	2017-2018
R	Paladino, Andrea	M.S.N.	Clinical Asst. Professor	Nursing	1.00	35,627.49	Spring 2017
R	Pereira, Christine	M.S.N.	Lecturer	Nursing	.20	5,000.00	Spring 2017
R	Perez, Cecilia T.	M.S.C.D.	Clinical Lecturer	Communication Disorders	1.00	25,000.02	Spring 2017
R	Raley, Jessica A.	Ph.D.	Research Asst. Professor	College of Health Professions	1.00	40,613.50	Spring 2017
R	Rick, Susan	D.N.S.	Lecturer	Nursing	.20	6,500.00	Spring 2017
N	Scrimpsheer, Lisa	M.S.N.	Lecturer	Nursing	.20	6,500.00	Spring 2017
R	Spann, Lisa A.	M.S.N.	Lecturer	Nursing	.75	12,000.00	Spring 2017
R	Teal, Jennifer L.	M.S.	Lecturer	Health Information Management	.40	7,000.00	Spring 2017
R	Tipps, Jason D.	M.S.C.D.	Clinical Lecturer	Communication Disorders	1.00	25,330.68	Spring 2017
R	Watkins, Katherine M.	M.S.N.	Lecturer	Nursing	.20	5,850.00	Spring 2017
R	Wilson, Michele	M.S.N.	Lecturer	Nursing	.20	5,850.00	Spring 2017
N	Wright, Callie M.	M.S.	Lecturer	Clinical Laboratory Science	.20	4,500.00	Spring 2017

**COLLEGE OF LIBERAL ARTS**

N	Allcorn, Ashley V.	M.A.	Lecturer	Philosophy	.40	6,000.00	Spring 2017
N	Bagnulo, Vince A.	M.A.	Lecturer	Political Science	.40	7,112.00	Spring 2017
R	Barton, Seth C.	M.A.	Lecturer	Philosophy	.50	6,228.05	Spring 2017
R	Bennett, David E.	M.A.	Lecturer	Philosophy	.75	9,000.00	Spring 2017
R	Booker, Shiloh E.	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
N	Brant, William A.	Ph.D.	Lecturer	Philosophy	.40	7,000.00	Spring 2017
R	Breland, Nyoka S.	M.S.I.S.	Lecturer	Political Science	.20	5,291.64	Spring 2017
R	Champion, James	Ph.D.	Professor Emeritus	Modern Languages	.50	18,475.24	Spring 2017
N	Chevedden, Paul	Ph.D.	Lecturer	History	.20	4,000.00	Spring 2017
N	Cole, Haile E.	Ph.D.	Lecturer	Anthropology	.20	4,000.00	Spring 2017
R	Conkling, Parish	M.A.	Lecturer	Philosophy	.20	3,000.00	Spring 2017
N	Cunningham, Deborah L.	Ph.D.	Lecturer	Anthropology	1.00	26,500.00	Spring 2017
N	David, Estefania	M.A.	Lecturer	Modern Languages	1.00	20,000.00	Spring 2017
R	Evans, Jacqueline	Ph.D.	Lecturer	Psychology	.20	4,000.00	Spring 2017
R	Feeler, William R.	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Fry, Logan J.	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Gazda, Peter F.	J.D.	Lecturer	Political Science	.20	3,612.00	Spring 2017
R	Gomez Ramirez, Maria L.	Ph.D.	Lecturer	Modern Languages	1.00	21,172.32	Spring 2016
R	Goudey, Katrina B.	M.F.A.	Lecturer	English	.75	11,604.02	Spring 2017
R	Gray, Cari L.	M.A.	Lecturer	Political Science	.40	7,112.00	Spring 2017
R	Gray, Rachel K.	M.F.A.	Lecturer	English	.75	11,250.02	Spring 2017
R	Harmon, Stephen	M.A.	Lecturer	English	.75	11,695.82	Spring 2017
R	Hayes, Autumn M.	M.F.A.	Lecturer	English	.75	11,250.01	Spring 2017
N	Hosemann, Aimee	M.A.	Lecturer	Anthropology	.40	8,300.00	Spring 2017
R	Johnson, Vanessa	M.F.A.	Lecturer	English	.75	11,627.64	Spring 2017
R	Keltner, Daniel	M.F.A.	Lecturer	English	1.00	15,453.53	Spring 2017
R	Knippen, James H., III	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
N	Lassen, Robert D.	Ph.D.	Lecturer	Anthropology	.20	4,000.00	Spring 2017
R	Lawrenson, Dorothy J.	M.F.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	Lefebvre, Heather	M.F.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	Lemoine, Florence	M.A.	Lecturer	Modern Languages	1.00	20,757.78	Spring 2017
N	Martinez, Bobby J.	M.P.A.	Lecturer	Political Science	.20	3,612.00	Spring 2017
R	May, Whitney S.	M.A.	Lecturer	English	.75	11,604.02	Spring 2017
R	Mehrinfar, Kamron	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017

R	Meyer, Amanda L.	M.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Mikles, Natashi L.	M.A.	Lecturer	Philosophy	.20	3,000.00	Spring 2017
R	North, Amanda K.	M.F.A.	Lecturer	English	1.00	11,590.15	Spring 2017
R	O'Connor, Robert	Ph.D.	Lecturer	Philosophy	.75	15,197.67	Spring 2017
N	Paddison, Joshua	Ph.D.	Lecturer	History	1.00	18,000.00	Spring 2017
R	Pepas, Samantha	M.A.	Lecturer	Philosophy	.50	6,228.00	Spring 2017
R	Perna, Maryann	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Peters, Danny W.	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Pilkington, Francine A.	M.F.A.	Lecturer	English	1.00	19,532.65	Spring 2017
R	Pisak, Gyongyi	Ph.D.	Lecturer	Modern Languages	1.00	20,153.12	Spring 2017
R	Reed, Benjamin A.	M.F.A.	Lecturer	English	.75	11,627.64	Spring 2017
R	Rivkin, Stanislav	M.F.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	Robertson, Richard B.	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Salzmann, Alicia	M.F.A.	Lecturer	English	.75	11,604.02	Spring 2017
R	Scott, Amanda E.	M.A.	Lecturer	English	.75	11,250.01	Spring 2017
R	Scott, Brendan S.	M.P.A.	Lecturer	Political Science	.20	3,500.00	Spring 2017
R	Shaw, Shannon S.	M.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	Shepherd, Anne	M.F.A.	Lecturer	English	1.00	11,590.15	Spring 2017
R	Solem, Michael	Ph.D.	Research Professor	Geography	1.00	37,500.00	Spring 2017
R	Solem, Michael	Ph.D.	Research Professor	Geography	1.00	37,500.00	Summer 2017
R	Sprayberry- Thompson, Dana	M.F.A.	Lecturer	English	.75	11,590.11	Spring 2017
R	Springer, Cathryn	Ph.D.	Lecturer	Geography	.40	9,000.00	Spring 2017
R	Stockstad, Raymond E.	M.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	Synnestvedt, Cedric	M.F.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Tiller, Glynn L.	Ph.D.	Lecturer	Political Science	.40	7,112.00	Spring 2017
R	Toma, Kristine L.	M.L.I.S.	Lecturer	History	.20	4,000.00	Spring 2017
R	Tomasz, David A.	M.A.	Lecturer	Political Science	.40	7,112.00	Spring 2017
R	Valdes, Janelle C.	M.F.A.	Lecturer	English	.75	11,250.00	Spring 2017
R	VanderLind, Blake	M.A.	Lecturer	English	.75	11,500.20	Spring 2017
R	Veidt, Cynthia L.	J.D.	Lecturer	Political Science	.20	3,612.00	Spring 2017
R	Veilleux, Carrie C.	Ph.D.	Lecturer	Anthropology	.40	9,000.00	Spring 2017
N	Villanueva-Eguia- Lis, Susana	Ph.D.	Lecturer	Modern Languages	1.00	21,000.00	Spring 2017
R	Wallenstein, Eric	M.A.	Lecturer	English	.75	11,590.15	Spring 2017
R	Whalen, Jennifer	M.F.A.	Lecturer	English	.75	11,594.75	Spring 2017
R	Wilkinson, Murray	Ph.D.	Professor of Practice	Geography	1.00	112,764.36	Spring 2017 – Fall 2017
R	Wilson, Carolina	M.A.	Lecturer	Modern Languages	1.00	21,590.60	Spring 2017
R	Winchell, Anne E.	M.F.A.	Lecturer	English	1.00	16,196.08	Spring 2017
R	Wood, Karen L.	M.F.A.	Lecturer	English	.75	11,594.75	Spring 2017

#### COLLEGE OF SCIENCE AND ENGINEERING

R	Allison, Jeffrey C.	Ph.D.	Lecturer	Chemistry and Biochemistry	.40	12,875.00	Spring 2017
N	Bretting, Victor L.	H.S.	Lecturer	Engineering Technology	.20	4,000.00	Spring 2017
R	Chandler, Aglaia	Ph.D.	Lecturer	Biology	.40	16,000.00	Spring 2017
R	Chaudhary, Vikas	Ph.D.	Lecturer	Computer Science	.20	5,500.00	Spring 2017
R	Chaudhary, Vikas	Ph.D.	Lecturer	Engineering	.20	5,710.00	Spring 2017
R	Cheung, David	Ph.D.	Lecturer	Computer Science	.20	5,250.00	Spring 2017
N	Chowdhury, Golam R.	Ph.D.	Lecturer	Engineering	.20	5,710.00	Spring 2017
R	Chowdhury, Sarah	M.S.	Lecturer	Engineering	.20	5,463.00	Spring 2017
N	Davar, Vikram	M.S.	Lecturer	Engineering Technology	.20	5,250.00	Spring 2017
R	Davidson, James	Ph.D.	Lecturer	Engineering	.40	10,926.00	Spring 2017
N	Dickey, Justin W.	M.S.T.	Lecturer	Engineering Technology	.20	4,000.00	Spring 2017
N	Farquhar, Charles	Ph.D.	Lecturer	Biology	.20	5,000.00	Spring 2017

R	Friedrichsen, James E., III	Ph.D.	Lecturer	Physics	.40	11,000.00	Spring 2017
R	Hein, Jerrell P.	M.S.	Lecturer	Engineering	.40	10,926.00	Spring 2017
R	Hinkle, Lee B.	M.S.	Lecturer	Computer Science	.20	5,250.00	Spring 2017
R	Hinkle, Lee B.	M.S.	Lecturer	Engineering	.20	5,463.00	Spring 2017
R	Humphries, Evan	M.S.T.	Lecturer	Engineering Technology	.20	4,000.00	Spring 2017
R	Keller, Christine I.	M.S.	Lecturer	Mathematics	.20	4,000.00	Spring 2017
R	Kim, Hyunhwan	Ph.D.	Lecturer	Engineering Technology	1.00	26,275.50	Spring 2017
R	Koke, Joseph R.	Ph.D.	Distinguished Professor Emeritus	Biology	.40	8,000.00	Spring 2017
R	Lawrence, Thomas N.	M.S.	Lecturer	Engineering	.20	5,463.00	Spring 2017
R	Lehr, Theodore F.	Ph.D.	Lecturer	Computer Science	.20	5,250.00	Spring 2017
N	Liu, Yang	Ph.D.	Lecturer	Mathematics	1.00	20,000.00	Spring 2017
R	Mastroleo, Ricardo	Ph.D.	Lecturer	Physics	.20	5,000.00	Spring 2017
N	McBride, Paula B.	M.Ed.	Lecturer	Biology	.20	4,000.00	Spring 2017
N	Oxley, Florence M.	Ph.D.	Lecturer	Biology	.20	4,000.00	Spring 2017
R	Roden, Charles M.	B.S.	Lecturer	Engineering Technology	.20	9,000.00	Spring 2017
N	Roychowdhury, Shounak	Ph.D.	Lecturer	Computer Science	.20	5,250.00	Spring 2017
R	Shoulders, Ben A.	Ph.D.	Lecturer	Chemistry and Biochemistry	.20	7,210.00	Spring 2017
N	Sultana, Nasrin	Ph.D.	Lecturer	Mathematics	1.00	20,000.00	Spring 2017
R	Sumbera, Patricia	M.S.	Lecturer	Computer Science	.40	10,500.00	Spring 2017
R	Tarbox, Tamara N.	M.S.T.	Lecturer	Engineering	.20	4,000.00	Spring 2017
R	Walters, Jerel B.	M.B.A.	Lecturer	Engineering	.50	10,926.00	Spring 2017
R	Xiao, Jun	D.Sc.	Lecturer	Physics	.40	10,000.00	Spring 2017
<b>HONORS COLLEGE</b>							
N	Harrington, James	J.D.	Lecturer	Honors College	.20	3,500.00	Spring 2017
R	Le Duc, Frances	Ph.D.	Lecturer	Honors College	.20	3,500.00	Spring 2017
<b>UNIVERSITY COLLEGE</b>							
R	Guel, Autumn B.	M.S.I.S.	Lecturer	General Studies	.20	3,900.00	Spring 2017
R	Springer, Gary J.	Ph.D.	Lecturer	General Studies	.20	4,485.00	Spring 2017



## Texas State University

### ADMINISTRATIVE AND UNCLASSIFIED PERSONNEL CHANGES

#### ADDITIONS

1. Adcock, Marty G., H.S., Grant Specialist, ALERRT Center, at a 12-month rate of \$85,000, on a full-time basis, effective February 6, 2017.
2. Barrios, Sergio, M.S.W., Counseling Specialist, Counseling Center, at a 12-month rate of \$66,000, on a full-time basis, effective January 1, 2017.
3. Bennett, Jaimee L., M.H.A., Assistant Coach, Track, at a 12-month rate of \$27,000, on a full-time basis, effective December 20, 2016.
4. Bryant, Luke A., M.Ed., Coordinator, Annual Giving, Athletics, at a 12-month rate of \$53,000, on a full-time basis, effective December 12, 2016.
5. Ellis, Michael F., H.S., Manager, Archives and Research Center, University Library, at a 12-month rate of \$64,999, on a full-time basis, effective January 9, 2017.
6. Goel, Manuel M., B.A., Coordinator, International Affairs, Office of International Affairs, at a 12-month rate of \$62,000, on a full-time basis, effective January 30, 2017.
7. Hale, Leslie D., M.Ed., Online Course Developer, Learning Experience Design, at a 12-month rate of \$42,000, on a full-time basis, effective January 9, 2017.
8. Hancock, Jill D., M.S., Assistant Athletic Trainer, Athletic Trainers, at a 12-month rate of \$37,000, on a full-time basis, effective January 9, 2017.
9. Hirsch, Holly A., B.A., Director, Special Projects, Special Projects, at a 12-month rate of \$72,000, on a full-time basis, effective January 1, 2017.
10. Kuhr, Zachary A., B.S., Assistant Coach, Football, at a 12-month rate of \$130,000, on a full-time basis, effective January 12, 2017.
11. Landwehr, Eric P., B.I.T., Business Process Analyst, Technology Resources, at a 12-month rate of \$72,000, on a full-time basis, effective January 23, 2017.
12. Luquis-Villanueva, Jorge R., B.C.S., Programmer Analyst II, Core Systems, at a 12-month rate of \$82,500, on a full-time basis, effective January 23, 2017.
13. McCreary, Dylan A., B.B.A., Accountant II, Accounting Office, at a 12-month rate of \$42,000, on a full-time basis, effective February 6, 2017.
14. Moore, Joshua M., H.S., Programmer Analyst II, Enterprise Systems, at a 12-month rate of \$92,000, on a full-time basis, effective December 5, 2016.
15. Pitts, Deborah H., B.J., Coordinator, Marketing and Promotions, University Library, at a 12-month rate of \$70,000, on a full-time basis, effective February 6, 2017.
16. Ramirez, Armando, H.S., Grant Specialist, ALERRT Center, at a 12-month rate of \$85,000, on a full-time basis, effective December 12, 2016.
17. Smith, Christa A., B.A., Accountant IV, Accounting Office, at a 12-month rate of \$62,000, on a full-time basis, effective January 9, 2017.
18. Thrasher, Brook A., B.A., UI/UX Designer, Office of University Marketing, at a 12-month rate of \$48,999, on a full-time basis, effective December 12, 2016.
19. Thyng, Andrew, H.S., Programmer Analyst II, Learning Applications Solutions, at a 12-month rate of \$69,960, on a full-time basis, effective February 20, 2017.
20. Totilo, Alexander, ASSOC., Assistant Coach, Soccer, at a 12-month rate of \$31,260, on a full-time basis, effective January 17, 2017.
21. Vargas, Jessica, M.A., Instructional Designer, Learning Experience Design, at a 12-month rate of \$56,000, on a full-time basis, effective January 9, 2017.
22. Willenborg, Mark R., B.Comm., Coordinator, Marketing and Promotions, University Marketing, at a 12-month rate of \$82,500, on a full-time basis, effective February 13, 2017.
23. Yip-Santellana, Melissa K., H.S., Career Counselor, Career Services, at a 12-month rate of \$48,499, on a full-time basis, effective January 9, 2017.

## **RESIGNATIONS**

1. Adams, Kimberly S., Academic Advisor I, Fine Arts and Communication Academic Advising Center, effective February 1, 2017.
2. Ajiboye, Adekunbi O., Grant Specialist, University College, effective January 28, 2017.
3. Barnhart, Theresa M., Accountant III, Office of Sponsored Programs, effective January 1, 2017.
4. Barrera, Angelica M., Director, PACE Advising Services, PACE Advising Center, effective February 1, 2017.
5. Charlton, Michael R., Programmer Analyst I, Enterprise Systems, effective January 14, 2017.
6. Cunningham, April L., Academic Advisor I, Education Advising Center, effective December 10, 2016.
7. Dacus, Roberta A., Nurse Practitioner, Student Health, effective January 3, 2017.
8. Elliott, Brett S., Assistant Coach, Football, effective February 8, 2017.
9. Galvan, Bianca E., User Services Consultant II, Client Services, effective January 27, 2017.
10. Hunt, David L., Assistant Director, Disability Services, Office of Disability Services, effective February 2, 2017.
11. Janovics, Peter W., Systems Analyst I, Computer Science, effective December 1, 2016.
12. Jones, Taylor S., Student Development Specialist I, PACE Advising Center, effective January 25, 2017.
13. Meo-Henry, Lucas R., Senior Information Security Analyst, Information Security Office, effective January 3, 2017.
14. Montalvo, Lilly, Career Advisor, Career Services, effective January 19, 2017.
15. Myers, Odille N., Grant Specialist, Physics, effective January 20, 2017.
16. Palmer, John, Coordinator, Emergency Management, University Police, effective January 21, 2017.
17. Riley, Rachel N., Undergraduate Admissions Counselor, Office of Undergraduate Admissions, effective December 22, 2016.
18. Saab, Mohamad A., Residence Hall Director, Department of Housing and Residential Life, effective January 1, 2017.
19. Schauer, Christopher R., Programmer Analyst II, Learning Applications Solutions, effective September 16, 2017.
20. Schultz, Michael C., Assistant Coach, Football, effective January 3, 2017.
21. Stansel Jr., Jon-Stephen, Coordinator, Social Media, Office of University Marketing, effective December 11, 2016.
22. Teofilo, Sina R., Student Development Specialist II, Retention Management and Planning, effective December 2, 2016.
23. Uphoff, Sarah., Assistant Director, Housing and Residential Life, Department of Housing and Residential Life, effective January 13, 2017.
24. Yue, Stacy, Residence Hall Director, Department of Housing and Residential Life, effective February 11, 2017.
25. Zuschlag, Caitlyn E., Accountant II, Accounting Office, effective December 3, 2016.

## **RETIREMENTS**

1. Meeks, Nancy D., Manager, Loan Collections, Student Business Services and Bursars, effective January 1, 2017.
2. Lane, Deborah S., Assistant Director, Spring Lake, Spring Lake, effective January 1, 2017.
3. Hanley, Marvin G., Director, Campus Recreation, Campus Recreation, effective February 1, 2017.
4. Allbright, Jacquelyn, Director, Procurement and Strategic Sourcing, Procurement and Strategic Sourcing, effective January 1, 2017.
5. Rampy, William V., Special Assistant to the Vice President of Information Technology, Vice President for Information Technology, effective January 1, 2017.
6. Juan, Angel M., Programmer Analyst II, Enterprise Systems, effective February 1, 2017.
7. Brennan, Patrick J., Network Administrator, Network Operations, effective February 1, 2017.
8. Sanchez-Navarro, Blanca, Counseling Specialist, Counseling Center, effective January 1, 2017.

## **TERMINATIONS**

1. Douglas, Troy L., Assistant Coach, Football, effective January 1, 2017.

## **PROMOTIONS**

1. Canfield, Rachel J., B.A., User Services Consultant I to Senior User Services Consultant, Learning Applications Solutions, at a 12-month rate of \$56,004 on a full-time basis, effective February 6, 2017.
2. Clagett, Russell C., ASSOC., Grant Specialist to Grant Coordinator, ALERRT Center, at a 12-month rate of \$95,000, on a full-time basis, effective January 15, 2017.
3. Curnutt, John R., ASSOC., Grant Coordinator to Grant Senior Coordinator, ALERRT Center, at a 12-month rate of \$115,000, on a full-time basis, effective January 15, 2017.
4. De La Cruz, Deborah A., H.S., Human Resources Representative to Human Resources Analyst, Human Resources, at a 12-month rate of \$49,541, on a full-time basis, effective January 15, 2017.
5. Etzler, Jessica A., H.S., Senior Administrative Assistant to Coordinator, IT Projects, Technology Resources Administration, at a 12-month rate of \$54,960, on a full-time basis, effective December 4, 2016.
6. Herrera, Steven R., H.S., Assistant Director, Transportation Services to Director, Transportation Services, Transportation Services, at a 12-month rate of \$90,000, on a full-time basis, effective February 19, 2017.
7. Hetherly, Kay L., M.A., Library Assistant III to Research Coordinator, Office of the Associate Vice President for Research, at a 12-month rate of \$49,260, on a full-time basis, effective January 1, 2017.
8. Infante, Kristopher M., M.A., Academic Advisor I to Student Development Specialist, PACE Advising Center, at a 12-month rate of \$38,570, on a full-time basis, effective December 7, 2017.
9. Scaliatine, David M., B.F.A., Coordinator, Housing and Residential Life to Alumni Marketing Officer, Alumni Relations, at a 12-month rate of \$52,800, on a full-time basis, effective January 8, 2017.
10. Sriraman, Vedaraman, Ph.D., University Distinguished Professor to Associate Vice President, Academic Affairs, Associate Vice President, Academic Affairs and University Distinguished Professor, Engineering Technology, at a 12-month rate of \$175,000 on a full-time basis, effective January 23, 2017.
11. Taber-Smith, Madison A., B.I.S., Graduate Instructional Assistant to Career Advisor, Career Services, at a 12-month rate of \$40,200, on a full-time basis, effective December 5, 2016.
12. Thorne, Debbie M., Ph.D., Associate Vice President, Academic Affairs to Associate Provost, Associate Provost, Academic Affairs and Professor, Marketing, at a 12-month rate of \$200,000, on a full-time basis, effective January 1, 2017.
13. Ulibarri, Kara L., H.S., Senior Proposal Coordinator to Accountant III, Office of Sponsored Programs, at a 12-month rate of \$55,616, on a full-time basis, effective January 11, 2017.
14. Van De Walle, Jenny J., B.A., Administrative Assistant III to Program Specialist, Client Services, at a 12-month rate of \$47,500, on a full-time basis, effective February 5, 2017.

## **RECLASSIFICATION**

1. Amende, Patricia L., B.I.S., from Accountant I to Business Manager, Mathworks, Mathworks, at a 12-month rate of \$49,260, on a full-time basis, effective December 4, 2017.
2. Cantu, Gustavo A., Jr., M.S., from Environmental Health and Safety Specialist to Senior Environmental Health and Safety Specialist, Environmental Health Safety and Risk Management, at a 12-month rate of \$70,779, on a full-time basis, effective February 1, 2017.
3. Davis, Jill K., B.S., from Undergraduate Admissions Counselor to Senior Undergraduate Admissions Counselor, Office of Undergraduate Admissions, at a 12-month rate of \$41,000 on a full-time basis, effective December 1, 2017.
4. Jones, Hillary A., Psy.D., from Psychologist to Senior Psychologist, Counseling Center, at a 12-month rate of \$69,543, on a full-time basis, effective December 1, 2016.
5. LeBlanc, Theresa R., M.F.A., from Student Development Specialist I to Student Development Specialist II, Student Learning Assistance Center, at a 12-month rate of \$43,115, on a full-time basis, effective February 1, 2017.

6. Proff, Kate A., B.S., from Research Analyst to Database Administrator, Office of Institutional Research, at a 12-month rate of \$75,974 on a full-time basis, effective February 1, 2017.
7. Romano, Elsie R., B.S., from Environmental Health and Safety Specialist to Senior Environmental Health and Safety Specialist, Environmental Health, Safety and Risk Management, at a 12-month rate of \$62,401, on a full-time basis, effective December 1, 2016.

**APPOINTMENT OF RELATIVES**

1. Williams, Phillip J., Supervisor, Custodial Services, Custodial Operations and William John Williams, Crew Supervisor, Custodians, Custodial Operations.

**Texas State University**  
**ADMINISTRATIVE – Reappointments**

1. Algoe, Eric	Vice President for Finance and Support Services	M.B.A.	2
2. Bourgeois, Eugene J.*	Provost and Vice President for Academic Affairs	Ph.D.	27
3. Breier, Barbara E.	Vice President for University Advancement	Ph.D.	6
4. Brennan, Mary C.*	Dean, College of Liberal Arts	Ph.D.	27
5. Brown, Daniel A.	Dean, University College and Director, PACE Center	Ph.D.	6
6. Carpenter, D. Stanley*	Dean, College of Education	Ph.D.	14
7. Chahin, T. Jaime*	Dean, College of Applied Arts	Ph.D.	30
8. Fleming, John *	Dean, College of Fine Arts and Communication	Ph.D.	18
9. Galloway, Heather C.*	Dean, Honors College	Ph.D.	22
10. Golato, Andrea *	Dean, The Graduate College	Ph.D.	4
11. Hailey, Christine E.*	Dean, College of Science and Engineering	Ph.D.	1
12. Pierce, Kenneth R.	Vice President for Information Technology	M.S.	2
13. Smart, Denise T.*	Dean, McCoy College of Business Administration	Ph.D.	18
14. Smith, Joanne H.	Vice President for Student Affairs	Ph.D.	25
15. Teis, Lawrence B.	Director, Athletics	Ph.D.	18
16. Trauth, Denise M.*	President	Ph.D.	15
17. Welborn, Ruth B.*	Dean, College of Health Professions	Ph.D.	42

\*Tenured in an academic department

**Texas State University**  
**ADMINISTRATIVE – Reappointments**

1. Algoe, Eric	Vice President for Finance and Support Services	M.B.A.	2
2. Bourgeois, Eugene J.*	Provost and Vice President for Academic Affairs	Ph.D.	27
3. Breier, Barbara E.	Vice President for University Advancement	Ph.D.	6
4. Brennan, Mary C.*	Dean, College of Liberal Arts	Ph.D.	27
5. Brown, Daniel A.	Dean, University College and Director of the PACE Center	Ph.D.	6
6. Carpenter, D. Stanley*	Dean, College of Education	Ph.D.	14
7. Chahin, T. Jaime*	Dean, College of Applied Arts	Ph.D.	30
8. Fleming, John *	Dean, College of Fine Arts and Communication	Ph.D.	18
9. Galloway, Heather C.*	Dean, Honors College	Ph.D.	22
10. Golato, Andrea *	Dean, The Graduate College	Ph.D.	4
11. Hailey, Christine E.*	Dean, College of Science and Engineering	Ph.D.	1
12. Pierce, Kenneth R.	Vice President for Information Technology	M.S.	2
13. Smart, Denise T.*	Dean, McCoy College of Business Administration	Ph.D.	18
14. Smith, Joanne H.	Vice President for Student Affairs	Ph.D.	25
15. Teis, Lawrence B.	Director, Athletics	Ph.D.	18
16. Trauth, Denise M.*	President	Ph.D.	15
17. Welborn, Ruth B.*	Dean, College of Health Professions	Ph.D.	42

\*Tenured in an academic department

**LAMAR INSTITUTE OF TECHNOLOGY  
MAY 2017**

**FACULTY PERSONNEL CHANGES**

**ADDITIONS**

1. None to report

**RESIGNATIONS**

1. None to report

**RETIREMENTS**

1. None to report

**LEAVE OF ABSENCE**

1. Hill, Angela, M.E., Instructor II, began leave effective 03/20/2017 and returned effective 04/24/17.
2. Rivera-Estronza, Lizzette, M.A., Instructor II, began effective 03/08/2017 and returned effective 03/27/2017.
3. Taylor, Stacy, A.A.S., Instructor II, returned effective 04/17/2017.

**NON-REAPPOINTMENTS**

1. None to report

**CHANGES IN STATUS/TITLE**

1. Arnold-Calder, Lauri, M.Ed., Instructor II, change to Interim Department Chair Business Technologies effective 02/22/2017

**WITH TENURE**

1. Lewis, Shunetta, B.G.S., Instructor I, effective 09/01/2017
2. Mason, Ken, M.S., Instructor II, effective 09/01/2017
3. Quinn, Ginger, M.B.A., Instructor I, effective 09/01/2017
4. Spooner, Stanley, B.S., Instructor I, effective 09/01/2017
5. Williams-Parker, Tiffany, B.A.A.S., Instructor I, effective 09/01/2017

**PROMOTION**

1. Bland, Lisa, A.A.S., Instructor I to Instructor II, effective 09/01/2017
2. Gaus, Henry, A.A.S., Instructor II to Instructor III, effective 09/01/2017
3. Grissom, Darrell, A.A.S., Instructor I to Instructor II, effective 09/01/2017
4. Katz, Dawn, M.A., Instructor I to Instructor II, effective 09/01/2017
5. Mason, Ken, M.S., Instructor I to Instructor II, effective 09/01/2017
6. McMahon, Gina, B.A.A.S., Instructor II to Instructor III, effective 09/01/2017
7. Noyola, Tom, Ed.D., Instructor I to Instructor II, effective 09/01/2017
8. Worry, Valerie, Ed.D., Instructor I to Instructor II, effective 09/01/2017

**OTHER**

1. None to report

**RECOMMENDATION FOR RE-EMPLOYMENT OF FULL-TIME FACULTY FOR 2017-2018:**

DEPARTMENT	TITLE	DEGREE	TENURE	YEARS
<u>Allied Health &amp; Science:</u> Whittaker, Reginald (Chair)	Instructor I	M.H.S.	No	1
Barron, Bryan	Instructor II	D.C.	Yes	8

Barrow, Brenda	Instructor IV	M.Ed.	Yes	26
Bland, Lisa	Instructor II	A.A.S.	Yes	7
Brown, Deborah	Instructor IV	M.S.	Yes	17
Cobb, Tena	Instructor II	A.A.S.	Yes	7
Cummings, Barbara	Instructor I	B.S.	Yes	4
DeMoss, Michelle	Instructor I	B.S.	No	1
DeRaneiri, Dianne	Instructor II	A.A.S.	Yes	11
Fruge, Vicki	Instructor III	B.S.	Yes	20
Griffin, Joy	Instructor III	B.S.I.T.	Yes	10
Harrell, Lisa	Instructor III	B.S.	Yes	11
Johnson, Tonia	Instructor I	A.A.S.	Yes	6
Laoué, Stephanie	Instructor III	M.A.	Yes	11
Lewis, Shunetta	Instructor I	NA	Yes	4
Mann, Melissa	Instructor I	A.A.S.	Yes	4
McKinley, Cynthia	Instructor IV	B.A.A.S.	Yes	20
McMahon, Gina	Instructor III	A.A.S.	Yes	13
Mendoza, Kristina	Instructor I	D.D.S.	No	0
Nance, Sheryl	Instructor IV	B.A.A.S.	Yes	23
Neal, Bryan	Instructor I	B.S.	No	0
Quinn, Ginger	Instructor I	A.A.S.	Yes	3
Robinson, Samantha	Instructor II	B.A.A.S.	Yes	8
Rogers, Lori	Instructor II	B.S.	Yes	8
Sandusky, Renee	Instructor I	B.S.	Yes	4
Smith, April	Instructor I	A.A.S.	Yes	4
Stinebrickner, Lacey	Instructor II	A.A.S.	Yes	7
Taylor, Stacey	Instructor II	A.A.S.	Yes	7
Tinsley, Judy	Instructor II	A.A.S.	Yes	10
Walden, Gwendolyn	Instructor II	B.S.	Yes	12
Waldrep, Stacie	Instructor III	M.S.	Yes	17
Williams, Gail	Instructor IV	M.S.	Yes	25

Business Technologies:

Stretcher, Nancy(Chair)	Instructor I	Ed.D.	No	1
Arnold-Calder, Laurie	Instructor II	M.Ed.	Yes	13
Booth, Kara	Instructor II	M.B.A.	Yes	10
Bourgeois, Luke	Instructor II	B.A.A.S.	Yes	13
Cobb, Bonnie	Instructor I	B.S.	No	0
Hill, Angela	Instructor II	M.E.	Yes	8
Hudnall, Stephen	Instructor I	A.A.S.	Yes	4
Jacobs, Sharon	Instructor II	M.Ed.	Yes	13
Rivera, Lizzette	Instructor II	M.A.	Yes	15
Storbeck, Tim	Instructor II	B.A.A.S.	Yes	15
Stoudemayer, Linda	Instructor III	M.S.	Yes	18
Wilsker, Ira	Instructor IV	M.B.A.	Yes	40

General Education & Developmental Studies:

Davis, Michelle (Chair)	Instructor II	M.S.	Yes	7
Abedelwahab, Widad	Instructor I	M.Ed.	Yes	4
De la Rosa, Alfred	Instructor III	M.S.	Yes	13
Drake, Regina	Instructor I	M.A.	No	1
Garza, Andrew	Instructor I	M.S.	No	2
Henry, Bradd	Instructor I	M.Ed.	Yes	4
Hooker, David	Instructor III	M.A.	Yes	23
Hurlbut, Brian	Instructor III	M.B.A.	Yes	18
Katz, Dawn (Davidson)	Instructor II	M.A.	Yes	4
Marken, Alys	Instructor I	M.S.	No	1
Marshall, Vicki	Instructor I	Ed.D.	No	0



McClelland, Rita	Instructor III	M.A.	Yes	17
Partain, Trudie	Instructor I	M.Ed.	No	2
Rueda, Emily	Instructor IV	M.S.	Yes	15
Sizemore, Mary	Instructor I	M.A.	No	2
Sizemore, William	Instructor I	M.A.	Yes	8
Smith, Leigh	Instructor III	Ed.D.	Yes	19
Spencer, Tracy	Instructor II	Ph.D.	Yes	20

Public Service & Safety:

Mason, Ken (Chair)	Instructor II	M.S.	Yes	11
Mitchell, Nicole	Instructor I	M.S.	Yes	3
Noyola, Thomas	Instructor II	Ed.D.	Yes	14
White, Dennis	Instructor II	M.S.	Yes	13

Technology:

O'Connor, Pat (Chair)	Instructor III	B.S.	Yes	11
Banks, Baron	Instructor II	B.S.	Yes	19
Bingham, Jason	Instructor I	A.A.S.	Yes	7
Campbell, Brent	Instructor I	M.S.	No	0
Campbell, Jerry	Instructor IV	A.A.S.	Yes	41
Champagne, Steve	Instructor I	A.A.S.	Yes	8
Gaus, Henry	Instructor III	A.A.S.	Yes	18
Grissom, Darrell	Instructor II	A.A.S.	Yes	17
Hargrave, Minus	Instructor I	A.A.S.	Yes	30
Holton, William	Instructor I	B.B.A.	Yes	13
Hoke, Chelsea	Instructor I	B.S.	No	2
Jacobs, Weldon	Instructor II	B.A.A.S.	Yes	19
Koenig, Russell	Instructor II	A.A.S.	Yes	16
Matak, Pete	Instructor IV	A.A.S.	Yes	39
McAnally, Richard	Instructor I	A.A.S.	Yes	5
McKeehan, John	Instructor II	A.A.S.	Yes	10
Neely, Edgar	Instructor II	A.A.S.	Yes	17
Parrack, Brian	Instructor I	A.A.S.	No	0
Pousson, Johnny	Instructor I	A.A.S.	Yes	4
Rodriguez, Paul	Instructor III	B.S.I.T.	Yes	18
Spooner, Stanley	Instructor I	B.S.	Yes	2
Sweeney, Robert	Instructor I	N/A	No	1
Tucker, Walter	Instructor III	A.A.S.	Yes	18
W. Parker, Tiffany	Instructor I	B.A.A.S.	Yes	3
Worry, Valerie	Instructor II	Ed.D.	Yes	5

**ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

**ADDITIONS**

1. None to report

**LEAVE OF ABSENCE**

1. None to report

**RETIREMENTS**

1. Schroeder, Lisa, M.S., Director of Financial Aid, effective 03/31/2017

**RESIGNATIONS**

1. Bammert, Angela, B.S., Coordinator of Student Activities Services, effective 02/03/2017.

## CHANGES IN STATUS/TITLE

1. None to report

## SEPARATION

1. None to report

## RECOMMENDATION FOR RE-EMPLOYMENT OF ADMINISTRATIVE AND PROFESSIONAL STAFF FOR 2017-2018:

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Years at LIT</u>
Agbeko, Joseph	Learn Lab/Developmental Education	M.S.	1
Albright, Bonnie A.	Interim Chief Business & Financial Officer	B.B.A.	18
Armentor, Melissa	Interim Vice President for Student and Academic Success	M.S.	27
Arnold, Stephen	Director of Facilities		0
Block, David	Webmaster	A.A.S.	8
Brown, Joanne	Exec. Dir. of Dev./ Foundation	B.A.	8
Calhoun, Patrick	Exec. Dir. Workforce Ed.	M.S.	3
Cioci, Nickolaus	Coord. Of Student Enrollment Services	M.Ed.	5
Clark, Angela	Coordinator of Continuing Education	B.A.A.S.	9
Cole, Rebecca	Special Populations/ Academic Advisor	B.G.S.	9
Collier, Veronica	Executive Assistant to the President	N/A	2
Cook, Susan	Director of Information Technology	M.A./M.I.T	2
Davis, Anthony	Assistant Director, Police Academy	B.A.	1
Dockens, Samuel J.	System Support Specialist IV	B.S.	1
Dry, Randall	Process/Instrumentation Laboratory Technician	N/A	1 2
Griffin, Lisa	Accountant Senior	B.B.A.	12
Hartman, Marlon	Coordinator	N/A	20
Jacobs, Allison	Accountant II	NA	2
Johnson, Lori	Coord. of Testing Center	M.Ed.	4
Lamartiniere, Kenneth	Coordinator of Dual Enrollment & Grant Dev.	M.A.	2
Lawson, Sha Nelle	QEP Coordinator	M.Ed.	6
Manley, Michael	EMS Instructional Staff	N/A	2
Marsh, Christine	Coordinator Institutional Effectiveness	B.B.A.	4
McCammon, Elizabeth	Instructional Staff II	N/A	15
Mosley, David	Vice President for Strategic Initiatives	B.B.A.	20
Offord, Roszella	Instructional Designer	M.Ed.	1
Pigao, Lana	Executive Director of Marketing	M.A.	0
Placette, Alicia	Assistant Director Of Finance	B.B.A.	16

Prudhomme, Joshua	Network Specialist III	N/A	6
Quebedeaux, Donna	Director of Finance	B.B.A.	34
Randall, John	Coordinator, Fire Academy	B.A.A.S.	4
Sanders, Robert	Instructional Staff II	N/A	9
Savoy, Deloris	Academic Advisor/ Outreach Recruiter	B.A.	7
Seymour, Vicki	Development Coordinator	A.A.	1
Singh, Shivinder	Programmer III	M.S.	9
Smith, Robert	Director of Regional Police Academy	B.S.	2
Touchet, Julie	Academic Advisor/ Outreach Recruiter	B.A.	1
Vannoy, Clint	Clinical Coordinator EMS	N/A	2
Welch, James	Program Director, EMS	A.A.S.	10
Woodall, Jason	Director of Online Learning	M.Ed.	4

**SPRING 2017 FACULTY NOT REPORTED PREVIOUSLY  
FACULTY APPOINTMENTS, New (N) and Renewal (R)**

Name	Degree	Rank	Program	%FTE	Salary	Period
<b>ALLIED HEALTH AND SCIENCE</b>						
R Alford, Nathaniel	M.D.	Adjunct	Respiratory	.14	\$3,000	Spr. 2017
R Boland, Deena	A.A.S.	Adjunct	Sonography	.24	\$7,938	Spr. 2017
R Cobb, Tena	A.A.S.	Instr. II	Health Info Tech	.38	\$6,650	Spr. 2017
R Garrett, Coya	A.A.S.	Adjunct	Pharm Tech	.23	\$5,635	Spr. 2017
R Giglio, Sam	D.D.S.	Adjunct	DH	.25	\$12,720	Spr. 2017
R Grass, Connie	D.C.	Adjunct	Biology	.25	\$4,200	Spr. 2017
R Grass, Connie	D.C.	Adjunct	Biology	.18	\$3,500	12-Week
R Waldrep, Staci	M.S.	Instr. III	Health Info Tech	.08	\$788	12-Week
<b>BUSINESS TECHNOLOGIES</b>						
R Booth, Kara	M.B.A.	Instr. II	Management	.20	\$2,100	12-Week
R Hill, Angela	M.E.	Instr. II	Bus Comp Info	.20	\$2,100	12-Week
R Jones, Tamalla	M.B.A.	Adjunct	Accounting	.10	\$2,100	12-Week
<b>GENERAL EDUCATION &amp; DEVELOPMENT STUDIES</b>						
R Allen, Karol	M.Ed.	Adjunct	College Success	.08	\$1,400	12-Week
R Comer, Stephen	B.S.	Adjunct	Dev Math	.10	\$2,100	12-Week
R De la Rosa, Alfred	M.S.	Instr. III	Mathematics	.20	\$2,100	12-Week
R Duerler, Caitlin	M.A.	Adjunct	Humanities	.10	\$2,100	12-Week
R Marken, Alys	M.S.	Instr. I	Dev Math	.20	\$2,100	8-Week
R Mason, Ken	M.S.	Instr. I	College Success	.13	\$1,400	12-Week
R Miller, Beverly	M.A.	Adjunct	Sociology	.10	\$2,100	12-Week
R Mitchell, Nicole	M.S.	Instr. I	College Success	.13	\$1,400	12-Week
R Monceaux, Alex	M.A.	Adjunct	Dev Writing	.10	\$2,100	12-Week
R Mosley, David	B.B.A.	Adjunct	College Success	.08	\$1,400	12-Week
R Ridley, Sarah	B.A.	Adjunct	Dev Writing	.23	\$4,200	12-Week
R Rueda, Emily	M.S.	Instr. III	Mathematics	.20	\$2,100	12-Week

R	Sizemore, Mary	M.A.	Instr. I	English	.20	\$2,100	12-Week
R	Winfield, Asha	M.A.	Adjunct	Speech	.20	\$4,200	8-Week

## LAMAR STATE COLLEGE-ORANGE

### FACULTY PERSONNEL CHANGES

#### ADDITIONS:

1. Harris, Susan, AAS, Instructor of Vocational Nursing effective January 1, 2017.
2. McLendon, Gary, BAAS, Instructor of Welding effective January 1, 2017.
3. Stewts, Chris, Cert., Instructor of Instrumentation effective January 1, 2017.

#### RETIREMENTS:

1. Priest, Karen, Assistant Professor effective May 31, 2017.

#### PROMOTIONS:

1. None to report.

#### TERMINATIONS:

1. None to report

#### WITH TENURE:

1. None to report.

### NOMINATIONS FOR RE-EMPLOYMENT OF FACULTY, 2017-2018

<u>Name</u>	<u>Rank</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years at LSC-O</u>
<b>Health Sciences and Workforce Education</b>				
Baker, Suzanne	Instructor	AAS,RN	No	14
Best, A.	Assistant Professor	MSMS	Yes	33
Busby, Leah	Instructor	MBA	No	2
Carroll, Linda	Instructor	AS	No	13
Cole, Angela	Instructor	BSN	No	9
Dorman, Bonnie	Instructor	MEd	Yes	41
Dotson, Diane	Instructor	MEd	No	14
Foreman, Sherri	Instructor	BS	No	11
Flippen, Carolyn	Instructor	Cert.	No	16
Geis, Earl	Instructor	BS	No	6
Celestine, Thera	Instructor	AS	No	7
Harris, Susan	Instructor	AAS	No	0
Keeney, Hunter	Instructor	EdD	Yes	7
LeBlanc, Lorrie	Instructor	BSN	No	21
Lumpkin, Linda	Instructor	MS	No	4
Lemons, Janet	Instructor	MS	Yes	11
McLendon, Gary	Instructor	BAAS	No	0
McClure, Matthew	Professor	PhD	Yes	23
McGee, Leah Anne	Assistant Professor	MEd	Yes	25
Nguyen, Loan	Instructor	Cert.	No	3
Paulk, Charlene	Instructor	BS	No	23
Phillips, Catherine	Instructor	MS	Yes	18
Ramsey, Brenda	Instructor	AAS	No	1
Reeder, Michael	Instructor	BS	No	4
Smith, Wilma	Instructor	MSN	No	1
Sanford, Jerry	Assistant Professor	DC	No	12
Song, Ni	Assistant Professor	PhD	Yes	7

Stewts, Chris	Instructor	Cert.	No	0
Thomas, Donald	Instructor	MSE	No	25
Trotter, Jennifer	Instructor	MBA	No	6
Tucker, Mandee	Instructor	AAS	No	9
Turner, Carol	Instructor	Cert. AS	No	15
Vickers, Amber	Instructor	MBA	No	8
Wilmore, Larry	Assistant Professor	MS MEd	Yes	44

**Department of Arts, Humanities and Social Sciences**

Doss, Kevin	Instructor	MA	Yes	21
Hodges, Lisette	Instructor	MS	Yes	10
Miller, Roberta C.	Instructor	MS	Yes	28
Moreau, Dal	Instructor	MA	No	5
Owens, Eric	Instructor	MA	Yes	11
Priest, Karen	Assistant Professor	MA	Yes	31
Rather, Michael	Instructor	PhD	No	4
Sellers, Shana	Instructor	MS	No	2
Smith, Amanda	Instructor	MFA	No	1
Steinfeldt, Andrew	Assistant Professor	DA	No	4
Turkel, Arlene	Associate Professor	EdD	Yes	30
Williams, Kathryn	Instructor	MS	No	11

**Department of Education and Mathematics**

Jureidini, Elias	Assistant Professor	MS	Yes	25
Kennaugh, Christopher	Instructor	PhD	No	5
Kim, Jongchul	Assistant Professor	PhD	Yes	10
Scarborough, George	Instructor	MS	No	4

## LAMAR STATE COLLEGE-ORANGE

### ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES

**ADDITIONS:**

1. Collins, Patty, M.S., Director of Human Resources effective April 24, 2017, at a 12-month salary of \$80,000.

**RETIREMENTS:**

1. None to Report

**PROMOTIONS:**

1. None to Report

### RE-EMPLOYMENT OF ADMINISTRATIVE AND NON-CLASSIFIED PERSONNEL, 2017-2018

<u>Name</u>	<u>Title</u>	<u>Degree</u>	<u>Tenure</u>	<u>Years</u>
Shahan, J. Michael	President	PhD	Yes	40
Rogers, Dana	VP for Finance & Operations	BS/CPA	No	21
Yeater, Michael	VP for Student Services & Aux. Ent.	MS	No	4
Whitehead, Gwendolyn	VP Academic Affairs	PhD	Yes	27
Simar, Gina	Dean of Health Science & Workforce Ed	MeD	No	25
Moore, Amy	Program Manager	BA	No	3
Wyles, Cynthia	Director of Marketing/Public Information	BS	No	12
Barrientos, Antonio	Director of Learning Res. Center	BAAS	No	24
Bedair, Brenda	Director of Accounting	BBA/CPA	No	10
Burnett, Linda	Director of Information Services	BS	No	20
Campbell, Jesse	Director of Security & Community Liaison	MEd	Yes	41
Collins, Patty	Director of Human Resources	MS	No	0
Crockett, Suzonne	Director of Education and Mathematics	Med	No	13
Jones, Alicia	Coordinator of Student Activities	BS	No	0
Garcia, Maria	Director of Purchasing & Contracts	MA	No	3
Goins, David	Director of Physical Plant		No	11
Keeney, Hunter	Director of Institutional Research	EdD	No	8
McCoy, Mary	Director of Library Services	MLS	No	18
Preslar, Andrew	Director Arts, Humanities and Social Sciences	MA	Yes	34
Olson, Kerry	Director of Financial Aid	BBA	No	26
Rather, Kathryn	Director of Institutional Effectiveness	MS	No	4
Stephenson, Andrea	Director of Advising, Counsel & Testing	MA	No	5
Oltz, Jamie	Director of Finance	BS	No	11
Miller, Michael	Director of Maritime	BS	No	3
McAnelley, Rebecca	Registrar	BS	No	31
Smith, Terrie	Manager Brown Estate		No	19
Bane, Susan	Payroll Manager	BBA	No	16
Saenz, Carissa	Accountant III	MS	No	4
Thompson, Denetta	Accountant II	AAS	No	9
Campbell, Ashley	Accountant I	BS	No	2
Lanphar, Tara	System Administrator	AAS	No	21
Petitjean, Kevin	Systems Analyst II	AAS	No	13
Petitjean, Jennifer	Web Administrator	BBA	No	9
Johnson, David	Network Analyst Senior	AAS	No	21
Cheatham, Linda	User Services Telecom	AAS	No	21

Smith, Justin	Academic Advisor	MED	No	1
Brister, Amy	Academic Advisor/SPEC POPS	BS	No	5
January, Cheryl	Academic Advisor	BSW	No	11
Winkle, Robyn	Academic Advisor	BS	No	2
Pressler, Elizabeth	Learning Lab Manager	BS	No	9
Norville, Victoria	Testing Administrator	BBA	No	21
Richard, Whitney	Recruiter	BS	No	3
Kinto, Diana	Coordinator of Financial Aid	BAAS	No	12
Scales, Carrie	Financial Aid Advisor	AAS	No	15
Kapranos, Aubrey	Librarian	MLS	No	16
Smith, Samantha	Librarian	MLS	No	3



## Lamar State College – Port Arthur

### FACULTY PERSONNEL CHANGES NEW HIRES

1. None to report.

### RESIGNATIONS

1. None to report.

### RETIREMENTS

1. Granger, Patricia; effective May 31, 2017.

### NON-REAPPOINTMENTS

1. None to report.

### CHANGES IN STATUS

1. Brown, Carolyn; RN/AAS from Instructor to Instructor II effective September 1, 2017.

### WITH TENURE

1. Bryant, Jennifer; effective September 1, 2017.
2. Clark, Jamie L.; effective September 1, 2017.
3. Richardson, Carl; effective September 1, 2017.

### NOMINATIONS FOR EMPLOYMENT AND RE-EMPLOYMENT OF FACULTY 2017-2018

Name	Rank	Degree	Tenured	Yrs. of Service
<b>Allied Health</b>				
Allen, Shalanda	Instructor	LVN	Yes	10
Arceneaux, Cynthia	Instructor	BSN	No	3
Brown, Carolyn	Instructor	RN/AAS	Yes	12
Buckner, Brandon	Instructor I	AAS/CST	Yes	15
Davis, Eursula	VN Coordinator/Instructor	BS	Yes	10
Guffey, Moriah	Instructor	BSN	No	1
Guidry, Kathy	Instructor I	AAS	Yes	12
Hare, Diane	Instructor	AAS	No	2
Humphries, Emma Kathleen	Instructor I	AAS	No	1
James, Melanie	Instructor/Retention Coord.	MSN	No	1
Lawson, Deborah	Instructor	AAS	No	4
MacNeill, Shirley	Depart. Chair/ADN Coord./ Instructor	BSN	Yes	16
Stamey, Julie	ADN Instructor	MSN	No	2
Toups, Tammy	Instructor/Skills Lab Coord.	MSN	No	1
Woods, Tanya	Instructor	BS	Yes	7

### Business & Technology

Baxter, Benny	Instructor	ASE	No	3
Beckcom, Doneane	Instructor II	JD	No	1
Bohn, George	Instructor	BS	No	2
Brown, Morgan	Instructor	Certificate	No	3
Bryant, Jennifer	Instructor II	MS/MBA	No	5
Champagne, Adriane	Instructor	BAAS	No	4
Chavez, Javier	Instructor I	AAS	No	1
Fonteno, Helen	Instructor	AAS	No	3
Guillot, Sheila	Depart. Chair/Instructor IV	MEd	Yes	27
Jones, Tamalla	Instructor	BS	No	3
Lejeune, Sherry	Instructor II	AAS	Yes	14
Medhekar, Sarita	Instructor I	MS	No	1
Netterville, Craig	Instructor III	BS	No	18
Peeler, Robert	Instructor IV	MEd	Yes	36
Powell, James	Instructor I	Certificate	Yes	7
Smith, Amanda	Instructor I	AAS	Yes	13
Sparrow, Michael	Instructor	--	No	1

### Commercial Music

Freyermuth, John	Depart. Chair/Instructor	MAFA	No	5
Gilliam, Robert	Assistant Professor	DMA	No	4
Richardson, Carl	Instructor	BM	No	5

### Developmental Education

Belyeu, Jeremy	Instructor	MA	No	4
Brooks, Chandra	Instructor	MEd	No	4
McQueen, Sarah	Instructor	MS	No	1
Steele, Sherry	Depart. Chair/Instructor	MEd	Yes	17

### Inmate Instruction

Blanchard, Michael	Instructional Staff	--	No	5
Bozeman, John	Instructional Staff	AASA	No	5
Cole, Craig	Instructional Staff	--	No	14
Jones, Ellen	Instructional Staff	--	No	18
Kincaid, Jared	Instructional Staff	AAS	No	5
Lemm, Petra	Instructional Staff	AAS	No	11
Loewer, John	Instructional Staff	--	No	7
Owens, Paul	Instructional Staff	BA	No	6
Parrish, Michael	Instructional Staff	--	No	5

### Liberal Arts

Capeles, Tina	Instructor	MPA	No	4
Cockrell, Keith	Professor	PhD	Yes	24
Faggard, Albert	Instructor	MAFA	No	1
Gengo, Damon	Instructor	MS	Yes	10
Huval, Barbara	Department Chair	PhD	Yes	31
James, Caitlin	Instructor	MA	No	3
Judice, Michelle	Instructor	MA	Yes	12
Lowe, Zebulon	Instructor	MA	No	6
Megnet, Grace	Associate Professor	MFA	Yes	9
Stafford, Laura	Professor	PhD	Yes	17

Triebel, Mavis	Instructor	MPA	Yes	26
Wilbur, Christina	Instructor	MED	No	3

### **Mathematics & Science**

Askew, Michelle	Instructor III	MS	Yes	27
Barbay, Carol	Associate Professor	PhD	Yes	25
Byrd, Otis	Assistant Professor	PhD	Yes	19
Cammack, James	Instructor III	MBA	Yes	8
Clark, Jamie	Instructor	MA	No	6
Jordan, Percy	Associate Professor	PhD	Yes	16
Longlet, Nancy	Assistant Professor	PhD	Yes	9
Pollock, Richard	Assistant Professor	PhD	No	6
Son-Guidry, Kyung	Assistant Professor	PhD	No	5

## **ADMINISTRATIVE and UNCLASSIFIED PERSONNEL CHANGES**

### **ADDITIONS**

1. Din, Zaheer Ud; M.S., Network Manager for Information Technology at a 12-month rate of \$57,198.99 effective March 1, 2017.
2. Odom, Warren Scott; Director of the Physical Plant at a 12-month rate of \$80,000 effective March 27, 2017.
3. Wagner, Jennifer; B.S., Registrar for Admission and Records at a 12-month rate of \$65,000 effective February 15, 2017.

### **CHANGES IN STATUS**

1. None to report.

### **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 2017-2018**

<b>Months</b>	<b>Name &amp; Title</b>	<b>Degree</b>	<b>Yrs. At Lamar</b>
Finance Office			
12	Cowart, Shelley, Accountant II	BBA	5
12	Duvall, Karen, Director of Payroll	BBA	25
12	Ludwig, Sandra, Bursar	AAS	8
12	Mathers, Raymond, Property Manager	BS	7

12	Odom, Leanna, Sr. Director of Accounting & Finance	BBA/CPA/CFA	1
12	Veltz, Maureen, Director of Finance	BBA	17
12	Wickland, Mary, Vice President for Finance & Oper.	BBA/CPA	7
12	Wright, Allison, Director of Purchasing	BBA	8
Health, Fitness & Sports			
12	Diehl, Anthony, Athletic Trainer	MS	2
12	Edwards, Michael Vance, Softball Coach	MS	12
12	Goodman, Casandra, Assistant Head Softball Coach	BS/MS	4
12	Madison, Lance, Basketball Coach	BA/MS	4
12	Rowe, Megan, Business Manager/Event Coordinator	BS	1
12	Street, Scott, Athletic Director	MBA	6
12	Wellington, Barry, Resident Assistant	ASD	3
Human Resources			
12	Riley, Tammy, Director of Human Resources	AAS	21
Information Technology Services			
12	Burgin, John, Systems Administrator II	-	12
12	Cox, Thomas, Assist Director Infrastructure Services	BBA	13
12	Din, Zaheer Ud, Network Manager	MS	1
12	Dunigan, Donna, Assistant Director	BS	18
12	Ghorayeb, Samir, Director of Information Technology Services	BS	14
12	Miles, Carl, Systems Administrator	AS	3
12	Peterson, Thomas, Network Manager	AAS	16
12	Richard, Wendi, Systems Analyst III	BS	25
12	Uzoru, Petra, Coordinator of Institutional Research/Reporting	BBA	24
12	Webb, Stephen, System Analyst II	BS	21
Inmate Education Program			
12	Ellis, Donna, Inmate Instruction Specialist	MS	3
12	Guidry, Patricia, Inmate Instruction Specialist	BBA	24
12	Huval, Barbara, Director of Inmate Education	PhD	31
Institutional Effectiveness			
12	Knowles, J. Mark, Director of Institutional Effectiveness	MS	27
Library			
12	Arthur-Okor, Helena, Dean of Library Services	MLS	1
12	Shin, Yumi, Coord. of Reference and Access Services	MLS/MA	1
Physical Plant			
12	Odom, Warren Scott, Director of Physical Plant	-	1
Public Information			
12	Dickert, Gerry, Coordinator Public Information	-	6

Small Business Development Center			
12	Doucet, Keith, Business Advisor	BBA	1
12	Redman, Trudi, Business Advisor	AAS	2
12	Tait, Linda, Director	MBA/CPA	19
Student Services			
12	Baumer, Lisa, Financial Aid Advisor	MA	5
12	Broussard, Stephanie, Academic Advisor/Scholarship Coordinator	MS	3
12	Brown, Lawanda, Academic Advisor	MA	8
12	Hebert, Deborah, Dean of Student Services	PhD	2
12	Humphrey, Robin, Assistant Registrar	BS	8
12	McAdams, Felicia, Director of Academic Advising and Retention	MS	2
12	Marcantel, Laurie, Disability Services Coordinator	MED	3
12	Riley, Connie, Director of Financial Aid	BBA	19
12	Smith, Kara, Enrollment Coordinator	BA/MED	2
12	Wagner, Jennifer, Registrar	BS	1
Student Success Center			
12	Nelson, Alice, Director of Testing	MED	8
12	Steele, Sherry, Director of Student Success Center	MED	17
Technical Programs			
12	Trahan, Sheila, Dean	BAAS/MA	3
Vice President for Academic Affairs			
12	McIntire, Darren, Distance Learning Coordinator	MBA	17
12	Stretcher, Gary, Vice President for Academic Affairs	EdD	20
Workforce Training & Continuing Education			
12	Stafford, Ben, Dean	DPH	7

CONSENT – MISCELLANEOUS

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

### **Recommendation**

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

### **Background**

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

## Lamar University

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

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
12/1/16	Nelda C. and H. J. Lutcher Stark Foundation	\$9,000.00	KVLU National Public Radio
12/2/16	Capital One	\$10,000.00	KVLU National Public Radio
12/8/16	Covestro, LLC	\$5,000.00	Bayer Engineering Scholarship
12/9/16	BASF TOTAL Petrochemicals	\$10,700.00	College of Engineering – Marketing
12/13/16	Universal Coin & Bullion, Ltd.	\$12,322.00	Department of Athletics – Corporate Sponsorship
12/13/16	Wells Fargo Bank, N.A.	\$18,588.00	Department of Athletics – Corporate Sponsorship
12/13/16	Gulf Coast Electric Co., Inc.	\$5,500.00	Department of Athletics – Corporate Sponsorship
12/15/16	Nelda C. and H.J. Lutcher Stark Foundation	\$9,000.00	KVLU National Public Radio
12/16/16	Mr. and Mrs. Rocky R. Roden	\$8,000.00	College of Arts & Sciences – Department of Earth & Space Sciences
12/20/16	Gas Processors Association of Houston	\$6,000.00	College of Engineering – Houston Gas Processors Association Scholarship
12/20/16	Entergy Texas, Inc.	\$10,000.00	Entergy Super Tax Day
1/11/17	Citgo Petroleum	\$10,000.00	Mechanical Engineering Scholarship & Chemical Engineering Student Scholarship Fund
1/11/17	Ray M. Moore	\$5,000.00	President's Discretionary Fund
1/17/17	APAC – Texas Inc.	\$31,310.00	Department of Athletics – Corporate Sponsorship
1/17/17	ExxonMobil Corporation	\$19,512.00	Department of Athletics – Corporate Sponsorship



1/17/17	Max Bowl	\$5,758.00	Department of Athletics – Corporate Sponsorship
1/17/17	Neches Federal Credit Union	\$10,038.00	Department of Athletics – Corporate Sponsorship
1/20/17	Estate of Mary Helen Landes	\$850,000.00	College of Business
1/21/17	DuPont Goodrich Federal Credit Union	\$9,274.00	Department of Athletics – Corporate Sponsorship
1/21/17	Mr. and Mrs. David L Bost, Jr.	\$5,000.00	Dr. David L. Bost, Sr. Endowed Scholarship in Guidance and Counseling
1/21/17	Dr. Regina J. Rogers	\$5,000.00	Department of Athletics – Baseball
1/23/17	Mrs. Jill Bogan Risley and Mr. Allyn W. Risley	\$10,000.00	Rodney K. Bogan Memorial Scholarship in Civil Engineering
1/23/17	Reaud Charitable Foundation, Inc. - Mr. Wayne Reaud	\$25,000.00	Gena and Albert E. Reaud Scholarship
1/24/17	Mr. Brent W. Coon	\$10,000.00	KVLU National Public Radio
1/25/17	GHS Foundation – Mr. Gerald H. Smith	\$520,000.00	Smith-Hutson Scholarship
1/26/17	INEOS Olefins and Polymers USA	\$7,500.00	College of Engineering – Student Research and Development
1/30/17	FivePoint Credit Union	\$26,338.00	Department of Athletics – Corporate Sponsorship
2/1/17	MOR Associates, Inc.	\$5,000.00	College of Engineering – Electrical Engineering
2/15/17	Ms. Tammye S. Curtis-Jones	\$12,540.00	Department of Athletics – Men's Basketball and Football
2/16/17	MCT Credit Union	\$38,488.00	Department of Athletics – Corporate Sponsorship
2/20/17	Jason Alliance of Southeast Texas	\$5,000.00	College of Arts & Sciences – Teaching Environmental Science
2/20/17	Mr. and Mrs. Michael S. Rogers	\$10,000.00	College of Engineering

**Total: \$1,724,868.00**

## Lamar University Foundation

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

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
12/9/16	Mr. and Mrs. Gene Arnold	\$54,390.00	Gene & Elizabeth Arnold Innovation Fund in Business
12/13/16	Mr. and Mrs. Bill Mitchell	\$10,000.00	William B. and Mary G. Mitchell Scholarship in Engineering; William B. and Mary G. Mitchell Scholarship in Fine Arts
12/16/16	Mr. and Mrs. Bill Grantham	\$15,000.00	Bill and Johnnie Grantham Scholarship in Nursing
12/16/16	Mr. and Mrs. James Alexander	\$5,000.00	Dewey and Jessie E. Mosby Scholarship
1/6/17	Dr. and Mrs. Kenneth R. Evans	\$7,000.00	President's Associates Fund – Women and Philanthropy
1/10/17	Mr. and Mrs. John P. Stafford	\$15,000.00	Anthony Scott Kojak Scholarship in Music
1/17/17	Mr. and Mrs. Pat Weber	\$10,000.00	William Patrick Weber Presidential Scholarship
1/17/17	Dr. Grace D. England	\$6,302.65	College of Education and Human Development
1/17/17	Mr. and Mrs. Michael J. Lindsay	\$10,000.00	Robin Yohe Veteran's Appreciation Scholarship
1/19/17	Mrs. Betty L. Mahlmann	\$5,000.00	Carlton Mahlmann Memorial Scholarship in Accounting
1/19/17	Dr. and Mrs. Brent W. Bost	\$10,000.00	Jean R. Bost Scholarship in Biology
1/19/17	Mr. and Mrs. David L. Bost, Jr.	\$10,000.00	Jean R. Bost Scholarship in Biology
1/19/17	Mr. and Mrs. Don C. Marshall	\$7,500.00	Don C. and Ann Benton Marshall Scholarship
1/19/17	Mr. and Mrs. Todd Hoffman	\$7,500.00	Todd and Jennifer Hoffman Scholarship in Business Honoring Drs. Robert and Marleen Swerdlow
1/18/17	Academic Partnerships, LLC	\$300,000.00	The Academic Partnerships Fund Lamar University Center for Digital Learning

1/24/17	Mr. Larry W. Lawson	\$60,000.00	Larry W. Lawson Distinguished Faculty Fellowship in Engineering
1/27/17	Dr. Anita L. Riddle and Dr. Steven P. Schmidt	\$53,500.00	Dr. Anita Riddle Distinguished Faculty Fellowship in Engineering
1/30/17	Dr. and Mrs. Jack M. Gill	\$60,000.00	Dr. Jack Gill Distinguished Faculty Fellowship in Engineering
1/30/17	Mr. and Mrs. Anthony D. George	\$60,000.00	Anthony D. George Distinguished Faculty Fellowship in Engineering
2/3/17	Beaumont Foundation of America	\$5,700.00	KVLU Public Radio
2/7/17	Fecel Family Partnership LTD - Mr. and Mrs. Craig Fecel	\$11,850.00	Financial Markets Education Fund
2/13/17	Todd Cross Memorial Scholarship	\$15,000.00	Todd Cross Memorial Scholarship
2/15/17	Ms. Judy Hammond	\$15,000.00	Gladys & Bill Hammond Scholarship
2/15/17	Mr. and Mrs. Chuck Mason	\$1,390,000.00	Becky and Chuck Mason Distinguished Faculty Fellowship in Science Education

**Total: \$2,143,742.65**

### Explanations

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

- Nelda C. and H.J. Lutcher Stark Foundation gave \$9,000.00 to KVLU, the university's national public radio station.
- Capital One gave \$10,000.00 to KVLU, the university's national public radio station.
- Covestro, LLC gave \$5,000.00 to add to the Bayer Engineering Scholarship.
- BASF TOTAL Petrochemicals LLC gave \$10,700.00 to the College of Engineering Science, Technology, Engineering, and Math seminar for recruiting and marketing career fairs and student events.
- Universal Coin & Bullion, Ltd. gave \$12,322.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Wells Fargo Bank, N.A. gave \$18,808.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Gulf Coast Electric Co., Inc. gave \$5,500.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Nelda C. and H.J. Lutcher Stark Foundation gave \$9,000.00 to KVLU, the university's national public radio station.
- Mr. and Mrs. Rocky R. Roden gave \$8,000.00 to the College of Arts and Sciences for the Department

of Earth and Space Sciences for the Geology Alumni Support Fund.

- Gas Processors Association of Houston gave \$6,000.00 to the College of Engineering for the Houston Gas Processors Association Scholarship.
- Entergy Texas, Inc. gave \$10,000.00 to Entergy Super Tax Day for the 2017 Volunteer Income Tax Assistance program.
- Citgo Petroleum Corporation gave \$10,000.00 to the Mechanical Engineering Scholarship and the Chemical Engineering Student Scholarship Fund.
- Mr. Ray M. Moore gave an unrestricted gift of \$5,000.00 to the Presidents Discretionary Fund.
- APAC – Texas Inc. gave \$31,310.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- ExxonMobil Corporation gave \$19,662.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Max Bowl gave \$5,758.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Neches Federal Credit Union gave \$10,038.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- The Estate of Mary Helen Landes gave an unrestricted bequest of \$850,000.00 to the College of Business.
- DuPont Goodrich Federal Credit Union gave \$9,274.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Mr. and Mrs. David L. Bost, Jr. gave \$5,000.00 to add to the Dr. David L. Bost, Sr. Endowed Scholarship in Guidance and Counseling.
- Dr. Regina J. Rogers gave \$5,000.00 to the Department of Athletics for Baseball in recognition of Jim Gilligan.
- Mrs. Jill Bogan Risley and Mr. Allyn W. Risley gave \$10,000.00 to add to the Rodney K. Bogan Memorial Scholarship in Civil Engineering.
- Reaud Charitable Foundation, Inc., on behalf of Wayne A. Reaud, gave \$25,000.00 to add to the Gena and Albert E. Reaud Scholarship.
- Mr. Brent W. Coon gave \$10,000.00 to KVLU, the university's national public radio station.
- GHS Foundation, on behalf of Gerald H. Smith, gave \$520,000.00 for the Smith–Hutson Scholarship.
- INEOS Olefins and Polymers USA gave \$7,500.00 to the College of Engineering for Student Research and Development for senior projects.
- FivePoint Credit Union gave \$26,338.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- MOR Associates, Inc. gave \$5,000.00 to the College of Engineering to support Electrical Engineering's summer day-camp program.
- Ms. Tammye S. Curtis-Jones pledged \$12,540.00 as part of the President's Circle to the Department of Athletics for the Men's Basketball and Football programs.
- MCT Credit Union gave \$38,488.00 to the Department of Athletics for a 2016-2017 Corporate Sponsorship.
- Jason Alliance of Southeast Texas gave \$5,000.00 to the College of Arts and Sciences to support the Teaching Environmental Science program.
- Mr. and Mrs. Michael S. Rogers gave an unrestricted gift of \$10,000.00 to the College of Engineering.

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

- Mr. and Mrs. Gene Arnold gave securities that we valued for our internal purposes at \$54,390.00 to add to the Gene & Elizabeth Arnold Innovation Fund in Business.
- Mr. and Mrs. Bill Mitchell gave \$10,000.00 to add to the William B. and Mary G. Mitchell Scholarship in Engineering and to the William B. and Mary G. Mitchell Scholarship in Fine Arts.
- Mr. and Mrs. Bill Grantham gave \$15,000.00 to add to the Bill and Johnnie Grantham Scholarship in Nursing.
- Mr. and Mrs. James Alexander gave \$5,000.00 to add to the Dewey and Jessie E. Mosby Scholarship.
- Dr. and Mrs. Kenneth R. Evans gave \$7,000.00 to the President's Associates Fund for the Women and Philanthropy Program.
- Mr. and Mrs. John P. Stafford gave \$15,000.00 to establish the Anthony Scott Kojak Scholarship in Music.
- Mr. and Mrs. Pat Weber gave \$10,000.00 to add to the William Patrick Weber Presidential Scholarship.
- Dr. Grace D. England gave an IRA disbursement of \$6,302.65 as an unrestricted gift to the College of Education and Human Development.
- Mr. and Mrs. Michael J. Lindsay gave \$10,000.00 to add to the Robin Yohe Veteran's Appreciation Scholarship.
- Mrs. Betty L. Mahlmann gave \$5,000.00 to add to the Carlton Mahlmann Memorial Scholarship in Accounting.
- Dr. and Mrs. Brent W. Bost gave \$10,000.00 to establish the Jean R. Bost Scholarship in Biology.
- Mr. and Mrs. David L. Bost, Jr. gave \$10,000.00 to establish the Jean R. Bost Scholarship in Biology.
- Mr. and Mrs. Don C. Marshall gave \$7,500.00 to establish the Don C. and Ann Benton Marshall Scholarship.
- Mr. and Mrs. Todd Hoffman gave \$7,500.00 to establish the Todd & Jennifer Hoffman Scholarship in Business Honoring Drs. Robert & Marleen Swerdlow.
- Academic Partnerships, LLC pledged \$300,000.00 for The Academic Partnerships Fund for the Lamar University Center for Digital Learning.
- Mr. Larry W. Lawson pledged \$60,000.00 to establish the Larry W. Lawson Distinguished Faculty Fellowship in Engineering.
- Dr. Anita L. Riddle and Dr. Steven P. Schmidt pledged \$53,500.00 to the Dr. Anita Riddle Distinguished Faculty Fellowship in Engineering.
- Dr. and Mrs. Jack M. Gill pledged \$60,000.00 to establish the Dr. Jack Gill Distinguished Faculty Fellowship in Engineering.
- Mr. and Mrs. Anthony D. George pledged \$60,000.00 to establish the Anthony D. George Distinguished Faculty Fellowship in Engineering.
- Beaumont Foundation of America gave \$5700.00 to KVLU, the university's national public radio station.
- Fecel Family Partnership LTD, on behalf of Mr. and Mrs. Craig Fecel, gave securities that we valued for our internal purposes at \$11,850.00 to the College of Business Financial Markets Education Fund.
- Todd Cross Memorial Scholarship organization, under advisement of Michele Cross, gave \$15,000.00 to establish the Todd Cross Memorial Scholarship.
- Ms. Judy A Hammond pledged \$15,000.00 to establish the Gladys and Bill Hammond Scholarship.
- Mr. and Mrs. Chuck Mason pledged \$1,390,000.00 to add to the Becky and Chuck Mason Distinguished Faculty Fellowship in Science Education.

## Sam Houston State University

DATE	DONOR	AMOUNT	BENEFICIARY(IES)
12/14/2016	Lyondellbasell Industries	\$5,000.00	Hendrix Endowment
12/19/2016	James C. and Holly E. Baker	\$5,000.00	Golf Enrichment
12/19/2016	Sam Houston University Foundation	\$5,370.22	Ethel Nicholson Scholarship IMO James D. Bozeman, Jr.
1/19/2017	Sam Houston University Foundation	\$125,712.83	Smith-Hutson Endowed Chair of Banking; Miscellaneous
12/20/2016	Kitty W. and Richard J. Lindley, Jr.	\$14,400.00	Alumni Life Member Endowment
12/20/2016	Ronald D. Johnson	\$5,000.00	Houston Chapter-IAAP/Dr. Rita B. Huff and Dr. Ronald Johnson Scholarship Endowment
12/20/2016	The Terry Foundation	\$548,050.00	Terry Foundation Scholarship
12/21/2016	Ann Christian Estate	\$10,321.75	Ann Morgan Christian Memorial Scholarship Endowment; Ann Morgan Christian Memorial Endowed Scholarship
12/30/2016	Eugene H. and Pat Wissler	\$33,672.18	Eugene H. and Pat Wissler Science Scholarship Endowment
1/30/2017	Eugene H. and Pat Wissler	\$17,330.00	Eugene H. and Pat Wissler Science Scholarship Endowment; Konrad Patrick Wissler Memorial Endowed Scholarship
12/30/2016	Jack C. and Ruth Lynn Parker	\$7,500.00	Ruth Lynn and Jack C. Parker Endowment
12/30/2016	James and Ruth DeShaw	\$14,400.00	DeShaw Endowment; Sonny Sikes Rodeo and the Sikes Family Scholarship Endowment; Patrick Neal O'Bryant Memorial Scholarship Endowment; Jack C. Turner Scholarship Endowment; Dr. William (Bill) R. Brinkley Scholarship Endowment; Dr. Harold F. Foerster Endowment; Turner Biology/Environmental Science Endowment; Scott and Mary S. McCarley Environmental Science Endowment; Everett D. Wilson Biology Endowment
12/30/2016	MedInc of Texas, LP	\$5,000.00	Football Enrichment

12/30/2016	Melissa L. Fields-Tugwell and Andrew Tugwell	\$10,000.00	Fields Tugwell Scholarship Endowment
12/30/2016	Anonymous	\$427,800.00	Osteopathic Medicine Support
12/30/2016	The 100 Club, Inc.	\$81,759.75	Hundred Club Tuition / Fees
12/30/2016	Therm-Omega-Tech, Inc.	\$1,000,000.00	Fred Pirkle Engineering Technology Program Enrichment Endowment
12/31/2016	Jack W. and Teresa J. Mayo	\$10,000.00	College of Education Development
12/31/2016	Miyoshi M. Haynie	\$6,000.00	Isaiah Ray Memorial Music Education Scholarship
1/4/2017	Richard A. and Danya C. Kieval	\$15,000.00	Softball Enrichment
1/4/2017	Richard A. and Danya C. Kieval	\$5,000.00	Bearkats in Business
1/6/2017	Ashley M. and Amy L. Van Meter	\$5,200.00	Bearkats in Business; Bearkat Champions General Fund
1/9/2017	Gordon W. Davis	\$5,000.00	Billy Harrell Endowment
1/10/2017	Lee E. and Elizabeth B. Olm	\$20,000.00	Lee E. Olm and Elizabeth Schofer Olm Enrichment Endowment
3/10/2017	Lee E. and Elizabeth B. Olm	\$20,000.00	Lee E. Olm and Elizabeth Schofer Olm Enrichment Endowment
1/12/2017	Jerry L. Zamzow	\$10,455.00	Baseball Enrichment; Bearkat Champions General Fund
1/13/2017	GHS Foundation	\$1,150,000.00	Smith-Hutson COBA Scholarships
1/13/2017	Star of Texas Fair and Rodeo	\$12,000.00	Department of Agricultural Sciences and Engineering Technology
1/19/2017	Karey R. and London M. Vaught	\$10,000.00	Bearkats in Business
1/23/2017	Mark R. and Brooke A. Moncrief	\$25,000.00	Justin Perdue Memorial Scholarship Endowment
1/24/2017	Texas Association of Music Schools	\$6,000.00	Friends of Music
1/26/2017	The Humphreys Foundation	\$10,000.00	Humphreys Foundation-Drama Scholarship
1/31/2017	San Antonio Livestock Exposition, Inc.	\$5,000.00	Department of Agricultural Sciences and Engineering Technology

1/31/2017	San Antonio Livestock Exposition, Inc.	\$8,750.00	San Antonio Livestock Expositions, Inc. Scholarship
2/6/2017	San Antonio Livestock Exposition, Inc.	\$5,000.00	San Antonio Livestock Expositions, Inc. Scholarship
2/24/2017	San Antonio Livestock Exposition, Inc.	\$17,500.00	San Antonio Livestock Expositions, Inc. Scholarship
2/2/2017	BP Foundation, Inc.	\$5,000.00	Justin and Ann Burnett Sigma Phi Epsilon Scholarship Endowment
2/24/2017	John S. Robinson III	\$5,908.70	Elmadel Driscoll Robinson Endowment Fund
2/28/2017	Farm Credit Bank of Texas	\$5,000.00	Farm Credit Bank Scholarship
2/28/2017	Tommy and Mary Ann Metcalf	\$5,000.00	Friends of Theatre
2/28/2017	Tommy and Mary Ann Metcalf	\$5,000.00	Friends of Theatre
3/9/2017	HUGHES and FRIENDS	\$7,815.00	John P. Hughes Memorial Scholarship Endowment
3/9/2017	Stephen R. and Donna E. Rogers	\$5,400.00	Gibbs Ranch Agriculture Facilities; Alumni Life Member Endowment
3/10/2017	Mary E. Gutermuth Estate	\$526,201.23	Mary Gutermuth Enrichment and Scholarship Endowment
3/10/2017	Professional Golf Management Student Association	\$9,500.00	Hunter Watkins Memorial Scholarship Endowment
3/10/2017	Woodforest National Bank	\$25,000.00	University Events - Bearkat Invitational Golf Outing
3/21/2017	Texas Bankers Foundation	\$97,384.46	Texas Bankers Association Endowment
3/24/2017	Friend in Kind	\$25,000.00	University Events - Bearkat Invitational Golf Outing
3/24/2017	Michael A. and Janet L. Rohrig	\$5,000.00	Hearn Rohrig Scholarship Endowment
3/24/2017	SHSU Collegiate FFA	\$15,000.00	Dr. Herb Schumann Leadership Endowment for Student Teachers In Agriculture
	<b>Total Gifts:</b>	<b>\$4,404,431.12</b>	



12/16/2016	John Pickering	\$479,466.25	GIK Natural History Collections
<b>Total Gifts-in-Kind:</b>		<b>\$479,466.25</b>	

Explanations

Lyondellbasell Industries provided \$5,000 to establish the Hendrix Endowment.

Mr. and Mrs. James C. Baker gave \$5,000 to the golf program.

The Sam Houston University Foundation contributed \$5,370.22 to the Ethel Nicholson Scholarship IMO James D. Bozeman, Jr., \$100,000 to the Smith-Hutson Endowed Chair of Banking, and a total of \$25,712.83 in smaller amounts to miscellaneous funds.

Mr. and Mrs. Richard J. Lindley, Jr. provided \$14,400 for a Joint Life Endowed membership in the Alumni Association.

Dr. Ronald D. Johnson donated \$5,000 to the Houston Chapter-IAAP/Dr. Rita B. Huff and Dr. Ronald Johnson Scholarship Endowment. This scholarship benefits students majoring in general business administration and business education.

The Terry Foundation added \$548,050 to the Terry Foundation Scholarship.

The Ann Christian Estate established the Ann Morgan Christian Memorial Scholarship Endowment with a gift of \$10,000, and gave \$321.75 for its scholarship.

Dr. and Mrs. Eugene H. Wissler generously contributed a total of \$50,002.18 to establish the Eugene H. and Pat Wissler Science Scholarship Endowment, in addition to \$1,000 for the Konrad Patrick Wissler Memorial Endowed Scholarship.

Mr. and Mrs. Jack C. Parker added \$7,500 to the Ruth Lynn and Jack C. Parker Endowment. This provides financial assistance to students majoring in Accounting.

Mr. and Mrs. James DeShaw provided \$10,000 for the DeShaw Endowment. In addition, they gave \$1,000 each to the Patrick Neal O'Bryant Memorial Scholarship Endowment and the Dr. William (Bill) R. Brinkley Scholarship Endowment, \$750 each to the Jack C. Turner Scholarship Endowment and the Scott and Mary S. McCarley Environmental Science Endowment, \$350 each to the Dr. Harold F. Foerster Endowment and the Everett D. Wilson Biology Endowment, and \$100 each to the Turner Biology/Environmental Science Endowment and the Sonny Sikes Rodeo and the Sikes Family Scholarship Endowment.

MedInc of Texas, LP gave \$5,000 to the football program.

Mr. Andrew Tugwell and Mrs. Melissa L. Fields-Tugwell donated \$10,000 to establish the Fields Tugwell Scholarship Endowment.

An anonymous donor generously provided \$427,800 for Osteopathic Medicine Support.

The 100 Club, Inc. added \$81,759.75 to the Hundred Club Tuition and Fees Scholarship Program. This program provides scholarship assistance to graduate and undergraduate students in criminal justice and law enforcement studies.

Therm-Omega-Tech, Inc. contributed \$1,000,000 to the Fred Pirkle Engineering Technology Program Enrichment Endowment.

Mr. and Mrs. Jack W. Mayo, Jr. gave \$10,000 to the College of Education.

Ms. Miyoshi M. Haynie provided \$6,000 for the Isaiah Ray Memorial Music Education Scholarship.

Mr. and Mrs. Richard A. Kieval donated \$15,000 to the softball program, as well as \$5,000 in support of the 2017 Bearkats in Business event.

Mr. and Mrs. Ashley M. Van Meter contributed \$5,000 in support of the 2017 Bearkats in Business event, and gave \$200 to the Bearkat Champions General Fund.

Dr. Gordon W. Davis added \$5,000 to the Billy Harrell Endowment, benefitting students majoring in Agricultural Mechanization.

Dr. and Mrs. Lee E. Olm donated a total of \$40,000 to the Lee E. Olm and Elizabeth Schofer Olm Enrichment Endowment, which supports the Department of History.

Mr. Jerry L. Zamzow provided \$10,000 for the baseball program, and \$455 for the Bearkat Champions General Fund.

The GHS Foundation generously added \$1,150,000 to the Smith-Hutson College of Business Administration Scholarship program.

Star of Texas Fair and Rodeo contributed \$12,000 to the Department of Agricultural Sciences and Engineering Technology.

Mr. and Mrs. Karey R. Vaught supported the 2017 Bearkats in Business event with a gift of \$10,000.

Mr. and Mrs. Mark R. Moncrief donated \$25,000 to the Justin Perdue Memorial Scholarship Endowment, benefitting students within the College of Criminal Justice.

Texas Association of Music Schools gave \$6,000 to the School of Music.

The Humphreys Foundation added \$10,000 to the Humphreys Foundation-Drama Scholarship.

San Antonio Livestock Exposition, Inc. supported agricultural graduate students' stipends with a gift of \$5,000. The corporation also contributed a combined total of \$31,250 to the San Antonio Livestock Exposition Scholarship Program for undergraduate students in Agriculture.

BP Foundation, Inc. contributed \$5,000 toward its \$25,000 matching gift pledge for the Justin and Ann Burnett Sigma Phi Epsilon Scholarship Endowment.

Mr. John S. Robinson III provided \$5,908.70 for the Elmadel Driscoll Robinson Scholarship Endowment, benefitting students majoring in Family and Consumer Sciences.

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

Mr. and Mrs. Tommy Metcalf donated a total of \$10,000 to the Department of Theatre for the Montgomery County at the Theater Night - A Production of Hairspray event.

HUGHES and FRIENDS gave \$7,815 to the John P. Hughes Memorial Scholarship Endowment, benefitting students majoring in any discipline.

Mr. and Mrs. Stephen R. Rogers provided \$5,000 for the Gibbs Ranch Agriculture Facilities, and \$400 toward their Joint Life Membership in the Alumni Association.

The Mary E. Gutermuth Estate established the Mary Gutermuth Enrichment and Scholarship Endowment with a generous gift of \$526,201.23.

Professional Golf Management Student Association contributed \$9,500 to the Hunter Watkins Memorial Scholarship Endowment, benefitting students concentrating in PGA Golf Management.

Woodforest National Bank supported the 2017 Bearkat Invitational Golf Outing with a gift of \$25,000.

Texas Bankers Foundation generously gave \$97,384.46 to establish the Texas Bankers Association Endowment.

A Friend in Kind supported the 2017 Bearkat Invitational Golf Outing with a gift of \$25,000.

Mr. and Mrs. Michael A. Rohrig gave \$5,000 to the Hearn Rohrig Scholarship Endowment, which benefits students majoring in Accounting or Finance.

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

#### Gifts-In-Kind

Dr. John Pickering gave an in-kind contribution of 1/3 of the Pickering Collection of insect specimens valued at \$479,466.25 for the SHSU Natural History Collections.

**Sul Ross State University**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
01/01/2017	Mr. William Speary	\$5,000.00	College Forward Program
01/04/2017	Ms. Nancy Sanders	\$10,000.00	BRI Last Frontier Weekend
01/04/2017	Mr. Bill Kiker	\$5,000.00	BRI Last Frontier Weekend
01/04/2017	Mrs. Martha Leonard	\$5,000.00	BRI Last Frontier Weekend
01/05/2017	King Land & Water LLC	\$10,000.00	BRI Last Frontier Weekend
01/18/2017	Anonymous	\$10,000.00	Trans-Pecos Archaeological Program
02/01/2017	Mr. William Speary	\$5,000.00	College Forward Program
02/02/2017	Mrs. Nancy Maxwell	\$5,000.00	BRI Last Frontier Weekend
02/08/2017	Mr. John B. Poindexter	\$30,000.00	SRSU Foundation
02/10/2017	Mr. Allen Smith	\$5,000.00	BRI Last Frontier Weekend
02/26/2017	Mr. Allen Smith	\$5,000.00	BRI Stewardship Program
02/27/2017	The Horizon Foundation	\$50,000.00	BRI Carnivore Research Program
02/27/2017	JB Bar Ranch Holdings, LP	\$25,000.00	9-Pt. Mule Deer
03/01/2017	Mr. William Speary	\$5,000.00	College Forward Program
03/13/2017	Mrs. Bonnie Korbell	\$5,000.00	9-Pt. Mule Deer
03/17/2017	Still Water Foundation	\$20,000.00	Trans-Pecos Archaeological Program
03/14/2017	Mr. James Gorman	\$6,000.00	ANRS International Travel
03/14/2017	Daugherty Ranches, LLC	\$5,000.00	BRI Stewardship Program

03/21/2017	Mr. Orville Shelburne	\$5,000.00	CBBS- Shelburne Family Fund
03/24/2017	The Brown Foundation Inc	\$10,000.00	Theatre Summer Program
03/24/2017	Mr. Dan Allen Hughes	\$10,000.00	BRI Last Frontier Weekend

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

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
01/04/2017	Mr. Cameron Duncan	\$10,000.00	Center for Big Bend Studies
01/27/2017	Mr. John Fort III	\$150,000.00	Center for Big Bend Studies
02/27/2017	The Brown Foundation	\$50,000.00	Center for Big Bend Studies
02/27/2017	The Brown Foundation	\$25,000.00	Center for Big Bend Studies

## EXPLANATION

### ***Sul Ross State University:***

Mr. William Speary of The Woodlands, TX donated \$5,000 to the College Forward Program. The College Forward program is a mentoring program to help more area students complete their college education at Sul Ross State University.

Mr. and Mrs. Rodgers Sanders of Plano, TX donated \$5,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

Mr. and Mrs. Bill Kiker of Beaumont, TX donated \$5,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

Ms. Martha Leonard of Fort Worth, TX donated \$5,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

Mr. and Mrs. James King of King Land & Water LLC in Fort Davis, TX donated \$10,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

An anonymous donor donated \$10,000 to the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

Mr. William Speary of The Woodlands, TX donated \$5,000 to the College Forward Program. The College Forward program is a mentoring program to help more area students complete their college education at Sul Ross State University.

Mr. and Mrs. Maxwell of Austin, TX donated \$5,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

Mr. John B. Poindexter of Houston, TX donated \$30,000 to the Sul Ross State University Foundation.

Mr. Allen Smith of Austin, TX donated \$5,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

Mr. Allen Smith of Austin, TX donated \$5,000 to the BRI Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

The Horizon Foundation donated \$50,000 to the BRI Carnivore Research Program dedicated to mountain lion research in the Davis Mountains.

JB Bar Ranch Holdings, LP, Mr. John Nau, III of Houston, TX donated \$25,000 to the Borderlands Research Institute's Antler Development of Desert Mule Project to help

with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats

Mr. William Speary of The Woodlands, TX donated \$5,000 to the College Forward Program. The College Forward program is a mentoring program to help more area students complete their college education at Sul Ross State University.

Ms. Bonnie Korbell of San Antonio, TX donated \$5,000 to the Borderlands Research Institute's Antler Development of Desert Mule Project to help with the operating costs. The Desert Mule Program will enhance the knowledge of Desert Mule Deer population and habitats.

The Still Water Foundation Ms. Ellen Osborne Ray of Austin, TX donated \$20,000 to the Center for Big Bend Studies Trans Pecos Archaeological Program. These funds are aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

Mr. James Gorman of San Antonio, TX donated \$6,000 to the ANRS International travel fund. These funds will support ANRS students going to Brazil this summer.

Daugherty Ranches LLC of Seattle, WA donated \$5,000 to the BRI Stewardship Program to help with the Borderlands operating costs. This donation helps to strengthen the Borderlands programs by funding innovative research, collaboration and experiential learning opportunities at Sul Ross.

Mr. and Mrs. Orville Shelburne of Austin, TX donated \$5,000 to the Center for Big Bend Studies Shelburne Family Fund. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

The Brown Foundation of Houston, TX donated \$10,000 to the Theatre Summer Program.

Mr. Dan Allen Hughes, Jr. of Beeville, TX donated \$10,000 to the BRI Last Frontier Weekend. The event was the kickoff of the BRI campaign.

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

Mr. Cameron Duncan of Tesuque donated \$10,000 to the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

Mr. John Fort III of Houston, TX donated \$150,000 to the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of

the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.

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

The Brown Foundation of Houston, TX donated \$25,000 to the Center for Big Bend Studies. These funds support the Trans Pecos Archaeological Program and other programs of the Center for Big Bend Studies aimed at recovering and preserving significant data in archaeological and historical resources in the Trans Pecos and Big Bend areas.



## Texas State University

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
11/17/2016	\$10,000	Department of Athletics—Women’s Golf Non-Membership
11/21/2016	\$30,000	Department of Athletics—Athletic Suite Donations
11/22/2016	\$6,525	College of Fine Arts and Communication—Theatre Excellence Fund
11/29/2016	\$30,000	College of Liberal Arts—Computer-Assisted Language Instruction Consortium (CALICO)
11/29/2016	\$11,000	College of Liberal Arts—Liberal Arts Excellence Fund
12/6/2016	\$5,000	College of Fine Arts and Communication—Elton Abernathy Endowment
12/6/2016	\$65,000	College of Liberal Arts—Katherine A. Porter Operating
12/7/2016	\$5,000	College of Liberal Arts—Political Science General Scholarship
12/8/2016	\$150,000	Office of the Provost and Vice President of Academic Affairs—The Meadows Center for Water and the Environment Gifts
12/8/2016	\$50,000	Department of Athletics—Football Locker Room Project Donations
12/13/2016	\$7,500	Department of Athletics—Bobcat Club Annual Fund Outright Gifts
12/15/2016	\$10,000	McCoy College of Business Administration—Professional Selling Corporate Partners Program
12/15/2016	\$5,000	McCoy College of Business Administration—McCoy College of Business Administration Investment in Excellence
12/15/2016	\$13,125	Department of Athletics—Athletic Suite Donations
12/19/2016	\$10,000	College of Liberal Arts—Gilbert M. Grosvenor Center for Geographic Education
12/20/2016	\$50,000	Department of Athletics—Football Locker Room Project Donations

12/20/2016	\$10,000	Department of Athletics—Football Locker Room Project Donations
12/20/2016	\$5,000	Division of Information Technology—The Wittliff Collections Support Fund
12/21/2016	\$10,000	College of Fine Arts and Communication—Opera Workshop
12/21/2016	\$50,000	Office of the Provost and Vice President of Academic Affairs—The Meadows Center for Water and the Environment Gifts
12/29/2016	\$5,000	College of Fine Arts and Communication—Musical Theatre Gifts
1/3/2017	\$11,250	Department of Athletics—Athletic Suite Donations
1/4/2017	\$25,000	Division of Student Affairs—Foster Care Alumni Creating Educational Success (FACES)
1/6/2017	\$9,000	College of Science and Engineering—Robotic Assembly Research Fund
1/6/2017	\$10,000	Division of Information Technology—The Wittliff Collections Support Fund
1/17/2017	\$100,000	College of Liberal Arts—Grady G. Early Research Endowment in Forensic Anthropology
1/23/2017	\$10,000	McCoy College of Business Administration—Professional Selling Corporate Partners Program
1/23/2017	\$5,109.05	Office of the Provost and Vice President of Academic Affairs—E. Paul and Helen Buck Waggoner Scholarship
1/24/2017	\$100,000	Office of the Provost and Vice President of Academic Affairs—The Meadows Center for Water and the Environment Research Fund
1/27/2017	\$25,000	Department of Athletics—Football Locker Room Project Donations
1/27/2017	\$100,000	College of Science and Engineering—Energy Efficient Load Balance Design
1/30/2017	\$6,000	College of Fine Arts and Communication—Texas State International Piano Festival
2/2/2017	\$15,104.24	College of Liberal Arts—Dr. Sally Caldwell Book Scholarship Fund and Geoff Wood Memorial Scholarship
2/2/2017	\$5,000	College of Fine Arts and Communication—Texas State Friends of Fine Arts Endowment

2/6/2017	\$12,000	Department of Athletics—Athletic Suite Donations
2/8/2017	\$44,860	Division of University Advancement—Texas State University Alumni Center
2/10/2017	\$20,000	College of Liberal Arts—Jesse and Betty Luxton Gift to the Gilbert M. Grosvenor Center for Geographic Education
2/14/2017	\$15,000	Department of Athletics—Athletic Suite Donations
2/15/2017	\$100,000	College of Liberal Arts—Prehistory Research Project
<b>TOTAL:</b>	<b><u>\$1,151,473.29</u></b>	

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
12/21/2016	\$41,250	College of Fine Arts and Communication—School of Art and Design
<b>TOTAL:</b>	<b><u>\$41,250.00</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>
11/17/2016	\$25,000	College of Science and Engineering—Ram Lal Seekri Endowed Scholarship in Mathematics
11/21/2016	\$100,000	College of Fine Arts and Communication—Steven A. Beebe and Susan J. Beebe Communication Studies Graduate Research Endowment
11/30/2016	\$100,000	College of Science and Engineering—RGK Foundation Endowment in Mathworks
12/9/2016	\$2,000,000	Division of Information Technology—The Wittliff Collections Acquisitions Endowment
12/12/2016	\$10,000	College of Applied Arts—David-Luke Henton and Terry Hernandez Pacheco Endowed Scholarship
12/16/2016	\$5,000	College of Science and Engineering—Suzanne B. Patenaude Endowed Scholarship

12/20/2016	\$5,000	College of Education—Frank L. and Alice A. Christ Endowed Scholarship
12/20/2016	\$200,000	Department of Athletics—Dan and Cindee Diepenhorst Matching Gift Agreement
12/29/2016	\$10,000	College of Education—Johnston-Wendler Endowed Scholarship
1/5/2017	\$100,000	McCoy College of Business Administration—Dempsey Serur Business Scholarship
1/5/2017	\$5,000	Department of Athletics—Vernon McDonald Men's Basketball Endowment
1/5/2017	\$25,000	College of Science and Engineering—Dorothy and Billy Yager Endowed Scholarship in Organic Chemistry
1/6/2017	\$6,785	College of Science and Engineering—Mitchell Foundation Houston Toad Breeding Program
1/6/2017	\$5,000	Department of Athletics—Lee and Dawnelle Doughtie Family Endowed Scholarship
1/6/2017	\$100,000	College of Applied Arts—Tonya and Malcolm Hawkins Endowed Scholarship in Agriculture
1/6/2017	\$10,000	Honors College—Tri-M Foundation Student Undergraduate Research Fellowship (SURF) Endowment
1/10/2017	\$5,000	Office of the Provost and Vice President of Academic Affairs—Texas Natural Resource Conservation Publication Endowment
1/11/2017	\$12,500	College of Liberal Arts—Lorin D. Parkin Scholarship Endowment
1/20/2017	\$12,500	Division of Student Affairs—Lorenzo Estavillo Veteran Award for Academic Excellence
1/23/2017	\$25,000	College of Science and Engineering—Dorothy and Billy Yager Endowed Scholarship in Organic Chemistry
1/24/2017	\$100,000	College of Health Professions—Barbara Melzer Endowed Professorship in Physical Therapy
2/6/2017	\$5,000	College of Science and Engineering—Mathworks Endowment and Alumni Legacy Endowed Scholarship for Honors Summer Math Camp (Mathworks)
2/6/2017	\$17,497.74	Division of University Advancement—William and Loma Hobson Endowed Scholarship
2/8/2017	\$373,756.92	Department of Athletics—O.C. Haley Strutters Endowment

2/9/2017	\$5,586	College of Liberal Arts—Elizabeth Topper Nash Modern Languages Endowed Scholarship; College of Science and Engineering—Chuck Nash Aquatic Studies Endowed Scholarship
2/14/2017	\$10,000	College of Applied Arts—Larry F. and Barbara S. Wright Endowment
<b>TOTAL:</b>	<b><u>\$3,273,625.66</u></b>	

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

<u>Date(s) of Gift</u>	<u>Gift Amount</u>	<u>Beneficiary(ies)</u>
12/12/2016	\$5,000	McCoy College of Business Administration—Dr. Roselyn (Rosie) Morris Scholarship Endowment
12/13/2016	\$10,000	McCoy College of Business Administration—Jodi and Darrell Kirksey Endowed Scholarship
12/15/2016	\$7,000	McCoy College of Business Administration—Bogutski Family Endowment
12/21/2016	\$29,000	McCoy College of Business Administration—Herbert and Johanna Liebscher Endowed Scholarship
12/22/2016	\$12,982.56	McCoy College of Business Administration—Ruth and Dan Bates Endowed Scholarship in Business
12/23/2016	\$12,684.68	McCoy College of Business Administration—Ruth and Dan Bates Endowed Scholarship in Business
12/29/2016	\$5,000	McCoy College of Business Administration—Ernst and Young Scholarship Endowment for Accounting Education
2/14/2017	\$177,000	McCoy College of Business Administration—Dorothy Jewell Leinneuber Endowed Graduate Fellowship in Business
<b>TOTAL:</b>	<b><u>\$258,667.24</u></b>	

## Explanation

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

- A foundation in Victoria, Texas, donated \$10,000 to the Women's Golf Non-Membership account in the Department of Athletics.
- A corporation in Austin, Texas, donated \$30,000 to the Athletic Suite Donations account in the Department of Athletics.
- A corporation in McNeil, Texas, donated \$6,525 to the Theatre Excellence Fund account in the College of Fine Arts and Communication.
- An organization in San Marcos, Texas, donated \$30,000 to the Computer-Assisted Language Instruction Consortium (CALICO) account in the College of Liberal Arts.
- A corporation in San Antonio, Texas, donated \$11,000 to the Liberal Arts Excellence Fund account in the College of Liberal Arts.
- An alumna in San Marcos, Texas, donated \$5,000 to the Elton Abernathy Endowment account in the College of Fine Arts and Communication.
- A foundation in Buda, Texas, donated \$65,000 to the Katherine A. Porter Operating account in the College of Liberal Arts.
- A couple in Austin, Texas, donated \$5,000 to the Political Science General Scholarship account in the College of Liberal Arts.
- A foundation in Spring, Texas, donated \$150,000 to The Meadows Center for Water and the Environment Gifts account in the Office of the Provost and Vice President of Academic Affairs.
- An alumni couple in Houston, Texas, donated \$50,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- An alumni couple in San Marcos, Texas, donated \$7,500 to the Bobcat Club Annual Fund Outright Gifts account in the Department of Athletics.
- A corporation in Houston, Texas, donated \$10,000 to the Professional Selling Corporate Partners Program account in the McCoy College of Business Administration.
- A corporation in Bloomington, Illinois, donated \$5,000 to the McCoy College of Business Administration Investment in Excellence account in the McCoy College of Business Administration.
- A corporation in San Marcos, Texas, donated \$13,125 to the Athletic Suite Donations account in the Department of Athletics.
- A couple in New Braunfels, Texas, donated \$10,000 to the Gilbert M. Grosvenor Center for Geographic Education account in the College of Liberal Arts.

- A corporation in Austin, Texas, donated \$50,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- An alumnus and spouse in Poth, Texas, donated \$10,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A foundation in Austin, Texas, donated \$5,000 to The Wittliff Collections Support Fund account in the Division of Information Technology.
- A foundation in Spring, Texas, donated \$10,000 to the Opera Workshop account in the College of Fine Arts and Communication.
- A foundation in West Lake Hills, Texas, donated \$50,000 to The Meadows Center for Water and the Environment Gifts account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in Parlin, New Jersey, donated \$5,000 to the Musical Theatre Gifts account in the College of Fine Arts and Communication.
- An alumnus in Houston, Texas, donated \$11,250 to the Athletic Suite Donations account in the Department of Athletics.
- A foundation in San Antonio, Texas, donated \$25,000 to the Foster Care Alumni Creating Educational Success (FACES) account in the Division of Student Affairs.
- A corporation in Cary, North Carolina, donated \$9,000 to the Robotic Assembly Research Fund account in the College of Science and Engineering.
- A foundation in Austin, Texas, donated \$10,000 to The Wittliff Collections Support Fund account in the Division of Information Technology.
- An individual in San Marcos, Texas, donated \$100,000 to the Grady G. Early Research Endowment in Forensic Anthropology account in the College of Liberal Arts.
- A corporation in Parsippany, New Jersey, donated \$10,000 to the Professional Selling Corporate Partners Program account in the McCoy College of Business Administration.
- A foundation in Vernon, Texas, donated \$5,109.05 to the E. Paul and Helen Buck Waggoner Scholarship account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in Houston, Texas, donated \$100,000 to The Meadows Center for Water and the Environment Research Fund account in the Office of the Provost and Vice President of Academic Affairs.
- A couple in San Marcos, Texas, donated \$25,000 to the Football Locker Room Project Donations account in the Department of Athletics.
- A corporation in China, donated \$100,000 to the Energy Efficient Load Balance Design account in the College of Science and Engineering.

- An individual in Fort Worth, Texas, donated \$6,000 to the Texas State International Piano Festival account in the College of Fine Arts and Communication.
- An individual (now deceased) in Wimberley, Texas, donated \$15,104.24 to the Dr. Sally Caldwell Book Scholarship account and the Geoff Wood Memorial Scholarship account in the College of Liberal Arts.
- An individual in San Marcos, Texas, donated \$5,000 to the Texas State Friends of Fine Arts Endowment account in the College of Fine Arts and Communication.
- A corporation in San Marcos, Texas, donated \$12,000 to the Athletic Suite Donations account in the Department of Athletics.
- An individual (now deceased) in San Marcos, Texas, donated \$44,860 to the Texas State University Alumni Center account in the Division of University Advancement.
- An alumni couple in Leakey, Texas, donated \$20,000 to the Jesse and Betty Luxton Gift to the Gilbert M. Grosvenor Center for Geographic Education account in the College of Liberal Arts.
- An alumni couple in Spring Branch, Texas, donated \$15,000 to the Athletic Suite Donations account in the Department of Athletics.
- An organization in San Marcos, Texas, donated \$100,000 to the Prehistory Research Project account in the College of Liberal Arts.

**The following Gift(s)-In-Kind valued at \$5,000 or more were made to Texas State University.**

- An individual in Austin, Texas, donated a pen on paper, a pencil on paper, a casein and ink on paper, an ink on paper, a mixed media, paintings and an etching 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.**

- A couple in Dallas, Texas, donated \$25,000 to the Ram Lal Seekri Endowed Scholarship in Mathematics account in the College of Science and Engineering.
- A couple in San Marcos, Texas, donated \$100,000 to the Steven A. Beebe and Susan J. Beebe Communication Studies Graduate Research Endowment account in the College of Fine Arts and Communication.
- A foundation in Austin, Texas, donated \$100,000 to the RGK Foundation Endowment in Mathworks account in the College of Science and Engineering.
- A couple in Austin, Texas, donated \$2,000,000 to The Wittliff Collections Acquisitions Endowment account in the Division of Information Technology.



- An individual in Cloudcroft, New Mexico, donated \$10,000 to the David-Luke Henton and Terry Hernandez Pacheco Endowed Scholarship account in the College of Applied Arts.
- An alumna and spouse in San Antonio, Texas, donated \$5,000 to the Suzanne B. Patenaude Endowed Scholarship account in the College of Science and Engineering.
- An individual in Sierra Vista, Arizona, donated \$5,000 to the Frank L. and Alice A. Christ Endowed Scholarship account in the College of Education.
- A corporation in San Antonio, Texas, donated \$200,000 to the Dan and Cindee Diepenhorst Matching Gift Agreement account in the Department of Athletics.
- An alumnus in Houston, Texas, donated \$10,000 to the Johnston-Wendler Endowed Scholarship account in the College of Education.
- An alumnus and spouse in Dallas, Texas, donated \$100,000 to the Dempsey Serur Business Scholarship account in the McCoy College of Business Administration.
- An alumnus and spouse in Montgomery, Texas, donated \$5,000 to the Vernon McDonald Men's Basketball Endowment account in the Department of Athletics.
- An alumni couple in San Marcos, Texas, donated \$25,000 to Dorothy and Billy Yager Endowed Scholarship in Organic Chemistry account in the College of Science and Engineering.
- A foundation in Spring, Texas, donated \$6,785 to the Mitchell Foundation Houston Toad Breeding Program account in the College of Science and Engineering.
- An alumni couple in Austin, Texas, donated \$5,000 to the Lee and Dawnelle Doughtie Family Endowed Scholarship account in the Department of Athletics.
- An alumnus and spouse in Friendswood, Texas, donated \$100,000 to the Tonya and Malcolm Hawkins Endowed Scholarship in Agriculture account in the College of Applied Arts.
- A foundation in Lockhart, Texas, donated \$10,000 to the Tri-M Foundation Student Undergraduate Research Fellowship (SURF) Endowment account in the Honors College.
- An organization in Boston, Massachusetts, donated \$5,000 to the Texas Natural Resource Conservation Publication Endowment account in the Office of the Provost and Vice President of Academic Affairs.
- An individual in Bountiful, Utah, donated \$12,500 to the Lorin D. Parkin Scholarship Endowment account in the College of Liberal Arts.
- A couple in San Marcos, Texas, donated \$12,500 to the Lorenzo Estavillo Veteran Award for Academic Excellence account in the Division of Student Affairs.

- An alumni couple in San Marcos, Texas, donated \$25,000 to Dorothy and Billy Yager Endowed Scholarship in Organic Chemistry account in the College of Science and Engineering.
- An individual in San Antonio, Texas, donated \$100,000 to the Barbara Melzer Endowed Professorship in Physical Therapy account in the College of Health Professions.
- A couple in Spring, Texas, donated \$5,000 to the Mathworks Endowment account and the Alumni Legacy Endowed Scholarship for Honors Summer Math Camp (Mathworks) account in the College of Science and Engineering.
- An alumni couple in Cat Spring, Texas, donated \$17,497.74 to the William and Loma Hobson Endowed Scholarship account in the Division of University Advancement.
- An individual (now deceased) in San Marcos, Texas, donated \$373,756.92 to the O.C. Haley Strutters Endowment account in the Department of Athletics.
- A corporation in San Marcos, Texas, donated \$5,586 to the Elizabeth Topper Nash Modern Languages Endowed Scholarship account in the College of Liberal Arts and the Chuck Nash Aquatic Studies Endowed Scholarship account in the College of Science and Engineering.
- An alumnus and spouse in London, Texas, donated \$10,000 to the Larry F. and Barbara S. Wright Endowment account in the College of Applied Arts.

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

- An organization in San Marcos, Texas, donated \$5,000 to the Dr. Roselyn (Rosie) Morris Scholarship Endowment account in the McCoy College of Business Administration.
- A foundation in San Antonio, Texas, donated \$10,000 to the Jodi and Darrell Kirksey Endowed Scholarship account in the McCoy College of Business Administration.
- A couple in Plano, Texas, donated \$7,000 to the Bogutski Family Endowment account in the McCoy College of Business Administration.
- A foundation in New Braunfels, Texas, donated \$29,000 to the Herbert and Johanna Liebscher Endowed Scholarship account in the McCoy College of Business Administration.
- An alumnus and spouse in San Antonio, Texas, donated \$12,982.56 to the Ruth and Dan Bates Endowed Scholarship in Business account in the McCoy College of Business Administration.

- An alumnus and spouse in San Antonio, Texas, donated \$12,684.68 to the Ruth and Dan Bates Endowed Scholarship in Business account in the McCoy College of Business Administration.
- An alumna and spouse in San Antonio, Texas, donated \$5,000 to the Ernst and Young Scholarship Endowment for Accounting Education account in the McCoy College of Business Administration.
- An alumna (now deceased) in Austin, Texas, donated \$177,000 to the Dorothy Jewell Leinneweber Endowed Graduate Fellowship in Business account in the McCoy College of Business Administration.

**LAMAR INSTITUTE OF TECHNOLOGY**

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
01/06/2017	Gene Graham Safety Foundation	\$19,750.00	Scholarships
01/09/2017	SETEX Construction Corporation	\$5,080.00	LIT Foundation
01/12/2017	Rod Carroll	\$5,000.00	LIT Foundation
01/12/2017	Natgasoline, LLC	\$5,416.00	LIT Foundation
01/18/2017	GHS Foundation	\$68,000.00	Scholarships
01/23/2017	BASF TOTAL Petrochemicals, LLC	\$5,000.00	LIT Foundation
01/24/2017	Provost Umphrey Law Firm, LLP	\$5,000.00	LIT Foundation
02/08/2017	Wilton & Effie Mae Hebert Foundation	\$6,000.00	Scholarships
02/14/2017	Signature Industrial Services	\$15,000.00	LIT Foundation
02/21/2017	Richard Industrial Group	\$10,000.00	LIT Foundation
02/27/2017	AltairStrickland	\$5,000.00	LIT Foundation
04/04/2017	ExxonMobil Corporation	\$17,000.00	LIT Foundation

**TOTAL: \$166,246.00**

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

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
03/23/2017	Ohmstede Industrial Services, Inc.	\$7,500.00	LIT Foundation
04/04/2017	ExxonMobil Corporation	\$9,000.00	LIT Foundation
04/04/2017	Jean and Gus McFaddin	\$5,904.00	LIT Foundation

**TOTAL: \$16,500.00**

## EXPLANATIONS

\$19,750 was received on January 6, 2017 from Gene Graham Safety Foundation for Utility Line Technology scholarships.

\$5,080 was received on January 9, 2017 from SETEX Construction Corporation for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$5,000 was received on January 12, 2017 from Vidor Police Chief Rod Carroll for the benefit of the Rod Carroll Endowment which provides scholarships to students enrolled in public service and safety educational programs.

\$5,416 was received on January 12, 2017 from Natgasoline, LLC for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$68,000 was received on January 18, 2017 from GHS Foundation for the Smith-Hutson Scholarship Program which provides Spring 2017 scholarships for the benefit of students enrolled in radiology, business management development, computer networking, accounting, sonography, general education/developmental studies, welding, process operating, instrumentation, emergency medical services, occupational safety and health, and the regional fire academy.

\$5,000 was received on January 23, 2017 from BASF TOTAL Petrochemicals, LLC for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$5,000 was received on January 24, 2017 from Provost Umphrey Law Firm, LLP for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$6,000 was received on February 8, 2017 from the Wilton and Effie Mae Hebert Foundation for the benefit of Fall 2017 scholarships for students from either Port Neches or Nederland, Texas pursuing a two-year Associate degree in any program, or a Certificate of Completion in Law Enforcement or Fire Protection Technology.

\$15,000 was received on February 14, 2017 from Signature Industrial Services for the benefit of the 2016 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$5,000 was received on February 21, 2017 from Richard Industrial Group for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$5,000 was received on February 27, 2017 from AltairStrickland for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$17,000 was received on April 4, 2017 from ExxonMobil Corporation for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students enrolled in all educational programs.

\$7,500 in-kind donation was received on March 23, 2017 from Ohmstede Industrial Services, Inc. for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs

\$9,000 in-kind donation was received on April 4, 2017 from ExxonMobil Corporation for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs

\$5,904 in-kind donation was received on April 4, 2017 from Jean and Gus McFaddin for the benefit of the 2017 LIT Shoot-Out event and its endowment which provides scholarships to students in all educational programs

### Lamar State College-Orange

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
4/1/17	Community	\$54,810	Lamar State College-Orange Foundation
4/1/17	Patty & Pete Cloeren	\$5,000	Lamar State College-Orange Foundation

### EXPLANATION

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

- \$54,810 was received from the community for the Lamar State College-Orange Foundation Scholarship fundraiser held on April 1, 2017 at the Brown Estate.
- \$5,000 was received from Patty & Pete Cloeren for the Lamar State College-Orange Foundation Scholarship fund.

**LAMAR STATE COLLEGE-PORT ARTHUR**

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

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
2/7/2017	BASF TOTAL Petrochemicals, LLC	\$5,510	Industrial Technology Center
<b>TOTAL</b>		<b>\$5,510</b>	

**PORT ARTHUR HIGHER EDUCATION FOUNDATION  
Benefiting Lamar State College-Port Arthur**

The following gifts of \$5,000 or more were made payable to the Port Arthur Higher Education Foundation.

<b>DATE</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>BENEFICIARY(IES)</b>
1/27/2017	Flint Hills Resources	\$10,400	Port Arthur Industrial Group Scholarship
2/3/2017	Henry D. Flanagan	\$7,500	Jane Goins-Flanagan Scholarship
2/13/2017	Wilton & Effie Mae Hebert Foundation	\$50,000	Wilton & Effie Mae Hebert Scholarship
2/20/2017	Motiva Enterprises, LLC	\$25,000	Port Arthur Industrial Group Scholarship
2/24/2017	Wilton & Effie Mae Hebert Foundation	\$10,000	Wilton & Effie Mae Hebert Scholarship
3/16/2017	Seabulk Towing, Inc.	\$5,000	Gulf Coast Gala
3/20/2017	BASF TOTAL Petrochemicals, LLC	\$5,000	Gulf Coast Gala
<b>TOTAL</b>		<b>\$112,900</b>	

**EXPLANATION**

The following gifts of \$5,000 or more were made to Lamar State College-Port Arthur.

BASF TOTAL Petrochemicals, LLC gave \$5,510 to the Industrial Technology Center for the purchase of equipment.

The following gifts of \$5,000 or more were made to the Port Arthur Higher Education Foundation.



Flint Hills Resources gave \$10,400 to the Port Arthur Industrial Group Scholarship.

Henry D. Flanagan gave \$7,500 to the Jane Goins-Flanagan Scholarship.

The Wilton & Effie Mae Hebert Foundation gave \$50,000 to the Wilton & Effie Mae Hebert Scholarship.

Motiva Enterprises, LLC gave \$25,000 to the Port Arthur Industrial Group Scholarship.

The Wilton & Effie Mae Hebert Foundation gave \$10,000 to the Wilton & Effie Mae Hebert Scholarship.

Seabulk Towing, Inc. gave \$5,000 for the sponsorship of the 14<sup>th</sup> Annual Gulf Coast Gala.

BASF TOTAL Petrochemicals, LLC gave \$5,000 for the sponsorship of the 14<sup>th</sup> Annual Gulf Coast Gala.

APPENDIX – ACADEMIC AFFAIRS

Texas State University System Certified Enrollment Report Summary Comparison  
Spring 2016 vs. Spring 2017

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

Institution		2016	2017	% Change
Lamar	Headcount	13,513	13,560	0%
	SCH	147,453	146,141	-1%
	FTSE	10,658	10,530	-1%
Sam Houston	Headcount	18,588	19,122	3%
	SCH	221,456	226,220	2%
	FTSE	15,054	15,366	2%
Sul Ross-Total	Headcount	2,800	2,795	0%
	SCH	25,623	26,640	4%
	FTSE	1,786	1,850	4%
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,813</i>	<i>1,828</i>	<i>1%</i>
	<i>SCH</i>	<i>18,542</i>	<i>19,126</i>	<i>3%</i>
	<i>FTSE</i>	<i>1,299</i>	<i>1,334</i>	<i>3%</i>
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>987</i>	<i>967</i>	<i>-2%</i>
	<i>SCH</i>	<i>7,081</i>	<i>7,514</i>	<i>6%</i>
	<i>FTSE</i>	<i>486</i>	<i>516</i>	<i>6%</i>
Texas State	Headcount	35,234	35,845	2%
	SCH	419,716	426,380	2%
	FTSE	28,531	29,002	2%
Lamar-IT	Headcount	2,500	2,441	-2%
	SCH	26,002	25,658	-1%
	FTSE	1,733	1,711	-1%
	Contact	578,128	597,008	3%
Lamar-O	Headcount	2,120	2,121	0%
	SCH	19,179	19,045	-1%
	FTSE	1,279	1,270	-1%
	Contact	406,272	411,552	1%
Lamar-PA	Headcount	1,755	2,072	18%
	SCH	17,926	19,213	7%
	FTSE	1,195	1,281	7%
	Contact	391,568	422,672	8%
Total	Headcount	76,510	77,956	2%
	SCH	877,355	889,297	1%
	FTSE	60,236	61,010	1%
	Contact	1,375,968	1,431,232	4%

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

Institution		2016	2017	% Change
Lamar-IT	Headcount	937	973	4%
	FTSE	162	167	4%
	Contact	48,533	50,238	4%
Lamar-O	Headcount	204	132	-35%
	FTSE	11	9	-15%
	Contact	3,239	2,751	-15%
Lamar-PA	Headcount	243	481	98%
	FTSE	142	168	18%
	Contact	42,521	50,294	18%
Total	Headcount	1,384	1,586	15%
	FTSE	314	344	10%
	Contact	94,293	103,283	10%

Texas State University System Certified Enrollment Report Detailed Comparison  
Spring 2016 vs Spring 2017

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

Institution		Undergraduate			Master's			Doctoral-Research			Doctoral-Professional			Post-Bach			Total		
		2016	2017	% Change	2016	2017	% Change	2016	2017	% Change	2016	2017	% Change	2016	2017	% Change	2016	2017	% Change
Lamar	Headcount	8,297	8,515	3%	4,032	3,714	-8%	341	369	8%	24	28	17%	819	934	14%	13,513	13,560	0%
	SCH	102,080	103,284	1%	42,494	39,887	-6%	2,585	2,640	2%	294	330	12%	-	-	-	147,453	146,141	-1%
	FTSE	6,805	6,886	1%	3,541	3,324	-6%	287	293	2%	25	28	12%	-	-	-	10,658	10,530	-1%
Sam Houston	Headcount	16,041	16,620	4%	2,153	2,144	0%	268	256	-4%	-	-	-	126	102	-19%	18,588	19,122	3%
	SCH	206,161	211,125	2%	14,018	13,911	-1%	1,277	1,184	-7%	-	-	-	-	-	-	221,456	226,220	2%
	FTSE	13,744	14,075	2%	1,168	1,159	-1%	142	132	-7%	-	-	-	-	-	-	15,054	15,366	2%
Sul Ross-Total	Headcount	1,966	2,055	5%	699	647	-7%	-	-	-	-	-	-	135	93	-31%	2,800	2,795	0%
	SCH	20,980	22,200	6%	4,643	4,440	-4%	-	-	-	-	-	-	-	-	-	25,623	26,640	4%
	FTSE	1,399	1,480	6%	387	370	-4%	-	-	-	-	-	-	-	-	-	1,786	1,850	4%
Sul Ross Univ.	Headcount	1,184	1,260	6%	552	521	-6%	-	-	-	-	-	-	77	47	-39%	1,813	1,828	1%
	SCH	14,760	15,608	6%	3,782	3,518	-7%	-	-	-	-	-	-	-	-	-	18,542	19,126	3%
	FTSE	984	1,041	6%	315	293	-7%	-	-	-	-	-	-	-	-	-	1,299	1,334	3%
Sul Ross-Rio Grande	Headcount	782	795	2%	147	126	-14%	-	-	-	-	-	-	58	46	-21%	987	967	-2%
	SCH	6,220	6,592	6%	861	922	7%	-	-	-	-	-	-	-	-	-	7,081	7,514	6%
	FTSE	415	439	6%	72	77	7%	-	-	-	-	-	-	-	-	-	486	516	6%
Texas State	Headcount	30,905	31,339	1%	3,350	3,527	5%	328	342	4%	119	123	3%	532	514	-3%	35,234	35,845	2%
	SCH	390,244	395,388	1%	26,051	27,476	5%	2,122	2,180	3%	1,299	1,336	3%	-	-	-	419,716	426,380	2%
	FTSE	26,016	26,359	1%	2,171	2,290	5%	236	242	3%	108	111	3%	-	-	-	28,531	29,002	2%
Lamar-IT	Headcount	2,500	2,441	-2%	-	-	-	-	-	-	-	-	-	-	-	-	2,500	2,441	-2%
	SCH	26,002	25,658	-1%	-	-	-	-	-	-	-	-	-	-	-	-	26,002	25,658	-1%
	FTSE	1,733	1,711	-1%	-	-	-	-	-	-	-	-	-	-	-	-	1,733	1,711	-1%
	Contact	578,128	597,008	3%	-	-	-	-	-	-	-	-	-	-	-	-	578,128	597,008	3%
Lamar-O	Headcount	2,120	2,121	0%	-	-	-	-	-	-	-	-	-	-	-	-	2,120	2,121	0%
	SCH	19,179	19,045	-1%	-	-	-	-	-	-	-	-	-	-	-	-	19,179	19,045	-1%
	FTSE	1,279	1,270	-1%	-	-	-	-	-	-	-	-	-	-	-	-	1,279	1,270	-1%
	Contact	406,272	411,552	1%	-	-	-	-	-	-	-	-	-	-	-	-	406,272	411,552	1%
Lamar-PA	Headcount	1,755	2,072	18%	-	-	-	-	-	-	-	-	-	-	-	-	1,755	2,072	18%
	SCH	17,926	19,213	7%	-	-	-	-	-	-	-	-	-	-	-	-	17,926	19,213	7%
	FTSE	1,195	1,281	7%	-	-	-	-	-	-	-	-	-	-	-	-	1,195	1,281	7%
	Contact	391,568	422,672	8%	-	-	-	-	-	-	-	-	-	-	-	-	391,568	422,672	8%
Total	Headcount	63,584	65,163	2%	10,234	10,032	-2%	937	967	3%	143	151	6%	1,612	1,643	2%	76,510	77,956	2%
	SCH	782,572	795,913	2%	87,206	85,714	-2%	5,984	6,004	0%	1,593	1,666	5%	-	-	-	877,355	889,297	1%
	FTSE	52,171	53,061	2%	7,267	7,143	-2%	665	667	0%	133	139	5%	-	-	-	60,236	61,010	1%
	Contact	1,375,968	1,431,232	4%	-	-	-	-	-	-	-	-	-	-	-	-	1,375,968	1,431,232	4%

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

Institution		Undergraduate		
		2016	2017	% Change
Lamar-IT	Headcount	937	973	4%
	FTSE	162	167	4%
	Contact	48,533	50,238	4%
Lamar-O	Headcount	204	132	-35%
	FTSE	11	9	-15%
	Contact	3,239	2,751	-15%
Lamar-PA	Headcount	243	481	98%
	FTSE	142	168	18%
	Contact	42,521	50,294	18%
Total	Headcount	1,384	1,586	15%
	FTSE	314	344	10%
	Contact	94,293	103,283	10%

Texas State University System Certified Enrollment Report  
Spring 2017

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

Institution		Undergrad	Master's	Doctoral- Research	Doctoral Professional	Post-Bach	Total
Lamar	Headcount	8,515	3,714	369	28	934	13,560
	SCH	103,284	39,887	2,640	330	-	146,141
	FTSE	6,886	3,324	293	28	-	10,530
Sam Houston	Headcount	16,620	2,144	256	-	102	19,122
	SCH	211,125	13,911	1,184	-	-	226,220
	FTSE	14,075	1,159	132	-	-	15,366
Sul Ross-Total	Headcount	2,055	647	-	-	93	2,795
	SCH	22,200	4,440	-	-	-	26,640
	FTSE	1,480	370	-	-	-	1,850
<i>Sul Ross Univ.</i>	<i>Headcount</i>	<i>1,260</i>	<i>521</i>	<i>-</i>	<i>-</i>	<i>47</i>	<i>1,828</i>
	<i>SCH</i>	<i>15,608</i>	<i>3,518</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>19,126</i>
	<i>FTSE</i>	<i>1,041</i>	<i>293</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>1,334</i>
<i>Sul Ross-Rio Grande</i>	<i>Headcount</i>	<i>795</i>	<i>126</i>	<i>-</i>	<i>-</i>	<i>46</i>	<i>967</i>
	<i>SCH</i>	<i>6,592</i>	<i>922</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>7,514</i>
	<i>FTSE</i>	<i>439</i>	<i>77</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>516</i>
Texas State	Headcount	31,339	3,527	342	123	514	35,845
	SCH	395,388	27,476	2,180	1,336	-	426,380
	FTSE	26,359	2,290	242	111	-	29,002
Lamar-IT	Headcount	2,441	-	-	-	-	2,441
	SCH	25,658	-	-	-	-	25,658
	FTSE	1,711	-	-	-	-	1,711
	Contact	597,008	-	-	-	-	597,008
Lamar-O	Headcount	2,121	-	-	-	-	2,121
	SCH	19,045	-	-	-	-	19,045
	FTSE	1,270	-	-	-	-	1,270
	Contact	411,552	-	-	-	-	411,552
Lamar-PA	Headcount	2,072	-	-	-	-	2,072
	SCH	19,213	-	-	-	-	19,213
	FTSE	1,281	-	-	-	-	1,281
	Contact	422,672	-	-	-	-	422,672
Total	Headcount	65,163	10,032	967	151	1,643	77,956
	SCH	795,913	85,714	6,004	1,666	-	889,297
	FTSE	53,061	7,143	667	139	-	61,010
	Contact	1,431,232	-	-	-	-	1,431,232

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

Institution		Undergrad
Lamar-IT	Headcount	973
	FTSE	167
	Contact	50,238
Lamar-O	Headcount	132
	FTSE	9
	Contact	2,751
Lamar-PA	Headcount	481
	FTSE	168
	Contact	50,294
Total	Headcount	1,586
	FTSE	344
	Contact	103,283

TSUS Certified Enrollment Report: Universities

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

Table 1  
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	2,029	3,734	2,752	8,515
Post-Bach	839	71	24	934
Master's	2,791	677	246	3,714
Doctoral-Research	254	105	10	369
Doctoral-Professional	6	10	12	28
Total	5,919	4,597	3,044	13,560

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	100,036	6,669	103,284	6,886
Master's	39,884	3,324	39,887	3,324
Doctoral-Research	2,640	293	2,640	293
Doctoral-Professional	330	28	330	28
Total	142,890	10,314	146,141	10,530

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

TSUS Certified Enrollment Report: Universities

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

Table 1  
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	-	16,546	74	16,620
Post-Bach	-	102	-	102
Master's	-	2,144	-	2,144
Doctoral-Research	-	256	-	256
Doctoral-Professional	-	-	-	-
Total	-	19,048	74	19,122

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	208,267	13,884	211,125	14,075
Master's	13,911	1,159	13,911	1,159
Doctoral-Research	1,184	132	1,184	132
Doctoral-Professional	-	-	-	-
Total	223,362	15,175	226,220	15,366

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

TSUS Certified Enrollment Report: Universities

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

Table 1  
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	-	1,260	0	1,260
Post-Bach	-	47	-	47
Master's	-	521	-	521
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	1,828	-	1,828

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

Table 2  
 SCH and Full-Time Student Equivalents

Level	Funded		Total	
	SCH	FTSE	SCH	FTSE
Undergraduate	15,098	1,007	15,608	1,041
Master's	3,518	293	3,518	293
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	18,616	1,300	19,126	1,334

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



TSUS Certified Enrollment Report: Universities

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

Table 1  
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On- and Off Campus	Total
Undergraduate	-	795	0	795
Post-Bach	-	46		46
Master's	-	126		126
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	-	967	-	967

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	6,179	412	6,592	439
Master's	922	77	922	77
Doctoral-Research	-	-	-	-
Doctoral-Professional	-	-	-	-
Total	7,101	489	7,514	516

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

TSUS Certified Enrollment Report: Universities

Institution: Texas State University  
 Term or Semester: Spring 2017  
 Submitted by: G. Marc Turner

Table 1  
 Unduplicated Headcount

Level	Off-Campus Only	On-Campus Only	Both On and Off Campus	Total
Undergraduate	1,727	23,154	6,458	31,339
Post-Bach	105	312	97	514
Master's	1,187	1,504	836	3,527
Doctoral-Research	128	163	51	342
Doctoral-Professional	35	47	41	123
Total	3,182	25,180	7,483	35,845

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	385,340	25,689	395,388	26,359
Master's	27,476	2,290	27,476	2,290
Doctoral-Research	2,180	242	2,180	242
Doctoral-Professional	1,336	111	1,336	111
Total	416,332	28,333	426,380	29,002

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

TSUS Certified Enrollment Report: State/Technical Colleges

Institution: Lamar Institute of Technology  
 Term or Semester: Spring 2017  
 Submitted by: Christine March

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	2,441	593,552	3,456	597,008	25,482	176	25,658	1,711

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

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

Term	Headcount	Contact Hours	FTSE
Previous Term	891	50,664	169
Current Term	973	50,238	167

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

TSUS Certified Enrollment Report: State/Technical Colleges

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

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	2,121	408,576	2,976	411,552	18,871	174	19,045	1,270

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

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

Term	Headcount	Contact Hours	FTSE
Previous Term	74	1,804	6
Current Term	132	2,751	9

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

TSUS Certified Enrollment Report: State/Technical Colleges

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

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

Level	Headcount	Contact Hours			Credit Hours			FTSE
		Funded	Unfunded	Total	Funded	Unfunded	Total	
Undergraduate	2,072	419,504	3,168	422,672	19,053	160	19,213	1,281

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

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

Term	Headcount	Contact Hours	FTSE
Previous Term	1,866	102,278	341
Current Term	481	50,294	168

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

## APPENDIX – FINANCE AND AUDIT

Texas State University System  
Request for Tuition or Fee Change

1 Institution  Effective Date

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

3 Justification

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

5 Details	(A)	(B)	(C)	(D)	(E)	(F)
	<i>Current Rate</i>	<i>Proposed Rate</i>	<i>% Change</i>	<i>Type of Revenue Unit (SCH, Student, etc.)</i>	<i>Number of Revenue Units (SCH, Students, etc.)</i>	<i>Revenue from Proposed Change Cols ((B)-(A)) x Col E</i>
Fall	\$1,900	\$3,000	57.89%	Student	15	\$ 16,500
Spring	\$1,900	\$3,000	57.89%	Student	15	\$ 16,500
Summer I			#DIV/0!	Student		\$ -
Summer II			#DIV/0!	Student		\$ -
Total for Fiscal Year						\$ 33,000

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

Cost of Goods Sold	
Salaries and Wages	
Payroll Related Costs (e.g., Benefits)	
Professional Fees and Services	\$ 16,000.00
Travel	
Materials and Supplies	\$ 7,000.00
Communications and Utilities	
Repairs and Maintenance	\$ 5,000.00
Rentals and Leases	
Printing and Reproduction	\$ 5,000.00
Debt Service or Interest Expense	
Scholarships	
Other - Sales Tax	
Other	
Total for Fiscal Year	\$ 33,000

7 Fiscal Year-End Fund Balance **FY 2016**  

Education and General Fund	\$ 1,231,886
Designated Fund	\$ 5,683,164
Auxiliary Fund	\$ 1,775,091

(This is latest available data)

8 Student Election & Hearing  
 Designated Tuition: Date of Hearing   
 Fees: Date of Last Election (if required)  Outcome   
(For / Against)

9 Residence Hall Occupancy  
 Capacity (# of Beds Available)   
 Occupancy (Avg % for FY 2015)

10 Meal Plan **(Name)**  
 # of Meals per Plan for Fall Semester   
 Declining Dollar Option

## Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act"), requires the governing body of each local government in this State to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the "Governing Body") of the \_\_\_\_\_ (the "Local Government") has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed \_\_\_\_\_ (the "Investment Officer") to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated October 1, 2013 (the "Information Statement"), of Texas Cooperative Liquid Assets Securities System, an investment pool administered by Public Trust Advisors, LLC, (the "Program"), which sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy, and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Seventh Amended and Restated Trust Agreement dated as of August 5, 2016 (the "Trust Agreement"), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC, as the administrator of the Program (the "Administrator"), and of Wells Fargo Bank as custodian (the "Custodian");



NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government, a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved, that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy, and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved, that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved, that the Governing Body hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved, that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered and directed from time to time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper; and be it further

Resolved, that this Resolution shall take effect and be in full force and effect upon and after its passage.

\_\_\_\_\_  
Signature of Board President                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Secretary                              Date

\_\_\_\_\_  
Printed Name

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## Local Government Investment Cooperative (LOGIC) Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, \_\_\_\_\_ (the "Government Entity") desires to enter into that certain Participation Agreement and Trust Instrument (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the "Pool");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement;

WHEREAS, the Government Entity desires to cause administration of the Pool to be performed by a board of trustees (the "Board"), which shall be an advisory board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time to time in accordance with the terms of the Agreement.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to

execute the terms of the Agreement. The Government Entity agrees that all moneys it transfers to the Pool shall be held and managed in trust by the Board for the benefit of the Government Entity.

3. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Pool and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Pool account from time to time in accordance with the Agreement and the Information Statement; to agree to the terms for use of the website for online transactions and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

1. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
2. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
3. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____
4. Name: _____	Title: _____
Signature: _____	Phone: _____
	Email: _____

In accordance with the Pool's procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: \_\_\_\_\_

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is \_\_\_\_\_

8. **{Required}** Contact Information.

Applicant primary mailing address:

\_\_\_\_\_

Applicant physical address (if different):

\_\_\_\_\_

Applicant main phone number:

\_\_\_\_\_

Applicants main fax number:

\_\_\_\_\_

In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)**

TEXAS STATE UNIVERSITY SYSTEM  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 11/30/2016		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
TOTAL E&G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DESIGNATED Other Income	3,487,574.42			4,766,938.48		4,766,938.48		
TOTAL DESIGNATED	3,487,574.42	0.00	0.00	4,766,938.48	0.00	4,766,938.48	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	7,406,433.79			7,406,433.79				7,406,433.79
	7,406,433.79	0.00	0.00	7,406,433.79	0.00	0.00	0.00	7,406,433.79
<b>PLANT FUNDS</b>								
Invested in Capital Assets, Capital Projects	(850,358,913.49)			(850,358,913.49)				(850,358,913.49)
	(16,372,553.33)			37,182,335.68				37,182,335.68
TOTAL PLANT FUNDS	(866,731,466.82)	0.00	0.00	(813,176,577.81)	0.00	0.00	0.00	(813,176,577.81)
TOTAL ALL FUNDS	(855,837,458.61)	0.00	0.00	(801,003,205.54)	0.00	4,766,938.48	0.00	(805,770,144.02)

LAMAR UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 02/28/2017		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Dedicated GR Funds	85,621.98			85,621.98		85,621.98		
Other	(1,288,508.81)			(1,288,508.81)				
HEAF	1,199,279.59			1,199,279.59			1,199,279.59	
<b>TOTAL E&amp;G</b>	<b>(3,607.24)</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,607.24)</b>	<b>0.00</b>	<b>85,621.98</b>	<b>1,199,279.59</b>	<b>0.00</b>
<b>DESIGNATED</b>								
Designated Tuition	16,739,862.15			16,739,862.15	1,837,011.00		14,902,851.15	
Information Technology	5,701,923.75			5,701,923.75	2,550,000.00		3,151,923.75	
Library Fees	1,494,102.10			1,494,102.10		1,494,102.10		
All Other Fees	2,003,099.41			2,003,099.41		2,003,099.41		
Distance Education	2,986,754.45			2,986,754.45			2,986,754.45	
Sales and Services	1,614,478.34			1,614,478.34		1,614,478.34		
Institutional Scholarships	4,678,834.43			4,678,834.43				4,678,834.43
Other Income	8,398,848.25			8,398,848.25		8,398,848.25		
<b>TOTAL DESIGNATED</b>	<b>43,617,902.88</b>	<b>0.00</b>	<b>0.00</b>	<b>43,617,902.88</b>	<b>4,387,011.00</b>	<b>13,510,528.10</b>	<b>21,041,529.35</b>	<b>4,678,834.43</b>
<b>AUXILIARY</b>								
Student Service Fees	(2,093,825.38)			(2,093,825.38)				
Medical Service Fees	792,419.79			792,419.79		792,419.79		
Student Center Fees	3,578,285.30			3,578,285.30		3,578,285.30		
Bookstore	594,264.20			594,264.20			594,264.20	
Parking	1,371,327.39			1,371,327.39		1,371,327.39		
Food Service	1,416,492.62			1,416,492.62			1,416,492.62	
Student Housing	9,309,020.39			9,309,020.39	9,309,020.39			
Montagne Center	(3,679,748.56)			(3,679,748.56)				
Athletic Fee	(13,324,638.19)			(13,324,638.19)				
Auxiliary Donation	2,435,078.30			2,435,078.30	2,435,078.30			
Other	4,301,150.38			4,301,150.38		4,301,150.38		
<b>TOTAL AUXILIARY</b>	<b>4,699,826.24</b>	<b>0.00</b>	<b>0.00</b>	<b>4,699,826.24</b>	<b>11,744,098.69</b>	<b>10,043,182.86</b>	<b>2,010,756.82</b>	<b>0.00</b>
<b>RESTRICTED CURRENT FUNDS</b>								
	8,032,239.13			8,032,239.13				8,032,239.13
<b>LOAN FUNDS</b>								
	1,673,683.78			1,673,683.78				1,673,683.78
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
	21,827,986.95			21,827,986.95				21,827,986.95
<b>PLANT FUNDS-Unexpended</b>								
Setzer Center Renovation	0.00		(25,000,000.00)	25,000,000.00		25,000,000.00		
Science Technology Building			(60,000,000.00)	60,000,000.00		60,000,000.00		
Administration Building	6,181,576.77			6,181,576.77		6,181,576.77		
General Construction	1,046,926.52			1,046,926.52		1,046,926.52		
Series 2013 Energy Bond	2,096,003.33			2,096,003.33		2,096,003.33		
HEAF - Construction	111.86			111.86		111.86		
<b>TOTAL PLANT FUNDS</b>	<b>9,324,618.48</b>	<b>0.00</b>	<b>(85,000,000.00)</b>	<b>94,324,618.48</b>	<b>0.00</b>	<b>94,324,618.48</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL ALL FUNDS</b>	<b>89,172,650.22</b>	<b>0.00</b>	<b>(85,000,000.00)</b>	<b>174,172,650.22</b>	<b>16,131,109.69</b>	<b>117,963,951.42</b>	<b>24,251,565.76</b>	<b>36,212,744.29</b>

SAM HOUSTON STATE UNIVERSITY  
STATEMENT OF CHANGES IN BUDGETED FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE BALANCE 9/1/2016	BUDGETED		AVAILABLE BALANCE 2/28/2017	CURRENT FUNDS			NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL		RESERVED	UNRESERVED ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 259	\$ 3,891,846	\$ -	\$ 18,937	\$ 3,872,909	\$ 229	\$ 3,872,680	\$ -	\$ -
LEMIT	1,961,464	-	-	1,961,464	-	1,961,464	-	-
CMIT	379,105	-	-	379,105	-	379,105	-	-
HEAF	4,984,532	-	-	4,984,532	-	4,984,532	-	-
<b>TOTAL E&amp;G</b>	<b>\$ 11,216,947</b>	<b>\$ -</b>	<b>\$ 18,937</b>	<b>\$ 11,198,010</b>	<b>\$ 229</b>	<b>\$ 11,197,781</b>	<b>\$ -</b>	<b>\$ -</b>
<b>DESIGNATED</b>								
Designated Tuition	\$ 11,884,743	\$ -	\$ 255,152	\$ 11,629,591	\$ 876	\$ 11,628,715	\$ -	\$ -
Course Fees	9,050	-	-	9,050	-	9,050	-	-
Computer Use Fees	1,956,194	-	-	1,956,194	-	1,956,194	-	-
Advisement Fees	350,691	-	272,298	78,393	939	77,454	-	-
Library Fees	317,846	-	-	317,846	-	317,846	-	-
Recreation Fees	607,525	-	-	607,525	-	607,525	-	-
All Other Fees	3,898,833	-	1,015,369	2,883,464	-	2,883,464	-	-
Indirect Cost Recovery	2,569,291	-	-	2,569,291	-	2,569,291	-	-
Continuing Education	-	-	-	-	-	-	-	-
Sales and Services	6,288,665	-	1,665,859	4,622,806	-	4,622,806	-	-
Investment Income	-	-	-	-	-	-	-	-
Other Income	2,764,633	-	429,163	2,335,470	-	2,335,470	-	-
<b>TOTAL DESIGNATED</b>	<b>\$ 30,647,471</b>	<b>\$ -</b>	<b>\$ 3,637,842</b>	<b>\$ 27,009,629</b>	<b>\$ 1,815</b>	<b>\$ 27,007,814</b>	<b>\$ -</b>	<b>\$ -</b>
<b>AUXILIARY</b>								
Student Service Fees	\$ 1,266,420	\$ -	\$ 149,991	\$ 1,116,429	\$ -	\$ 1,116,429	\$ -	\$ -
Medical Service Fees	1,752,541	-	115,520	1,637,021	-	1,637,021	-	-
Student Center Fees	662,753	-	-	662,753	-	662,753	-	-
Athletics Student Service Fees	1,615,374	-	821,525	793,849	-	793,849	-	-
Recreational Sports Fees	-	-	-	-	-	-	-	-
Other Student Fees	-	-	-	-	-	-	-	-
Food Service	(4,913,683)	-	-	(4,913,683)	-	-	-	-
Housing	6,614,307	-	-	6,614,307	-	6,614,307	-	-
Other Sales and Services	3,440,781	-	360,069	3,080,712	768	3,079,944	-	-
Investment Income	899,505	-	657,296	242,209	-	242,209	-	-
<b>TOTAL AUXILIARY</b>	<b>\$ 11,337,998</b>	<b>\$ -</b>	<b>\$ 2,104,401</b>	<b>\$ 9,233,597</b>	<b>\$ 768</b>	<b>\$ 14,146,512</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	\$ 15,184,945	\$ -	\$ -	\$ 15,184,945	\$ -	\$ -	\$ -	\$ 15,184,945
<b>PLANT FUNDS</b>								
HEAF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuition Revenue Bonds	-	-	-	-	-	-	-	-
Current Building Projects	49,653,425	-	-	49,653,425	-	-	-	49,653,425
Projected Building Projects	-	-	-	-	-	-	-	-
<b>TOTAL PLANT FUNDS</b>	<b>\$ 49,653,425</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,653,425</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,653,425</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 118,040,786</b>	<b>\$ -</b>	<b>\$ 5,761,180</b>	<b>\$ 112,279,606</b>	<b>\$ 2,812</b>	<b>\$ 52,352,107</b>	<b>\$ -</b>	<b>\$ 64,838,370</b>

SUL ROSS STATE UNIVERSITY-COMBINED  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	RESTRICTED	UNRESERVED	
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 02/28/2017			ALLOCATED	UNALLOCATED
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 262	1,122,207.94		-	1,122,207.94	1,122,207.94			
HEAF	1,665,797.23			1,665,797.23	1,665,797.23			
<b>TOTAL E&amp;G</b>	<b>2,788,005.17</b>	<b>-</b>	<b>-</b>	<b>2,788,005.17</b>	<b>2,788,005.17</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	805,628.24	352,317.00	-	453,311.24		453,311.24		
Course Fees	1,381.16	-		1,381.16		1,381.16		
Computer Use Fees	196,433.14	-		196,433.14		196,433.14		
Advisement Fees				-	-	-		
Library Fees	76,706.21			76,706.21		76,706.21		
Recreation Fees				-	-	-		
All other Fees	2,322,481.13	-		2,322,481.13		2,322,481.13		
Indirect cost recovery	495,001.43			495,001.43		495,001.43		
Continuing Education	28,771.86			28,771.86		28,771.86		
Sales and Services				-		-		
Investment Income				-		-		
Other Income	4,166,166.51			4,166,166.51		4,166,166.51		
<b>TOTAL DESIGNATED</b>	<b>8,092,569.68</b>	<b>352,317.00</b>	<b>-</b>	<b>7,740,252.68</b>	<b>-</b>	<b>7,740,252.68</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	825,641.31	164,490.00	-	661,151.31		661,151.31		
Medical Service Fees	131,290.92	(8,155.00)		139,445.92		139,445.92		
Student Center Fees	(84,685.39)			(84,685.39)		(84,685.39)		
Recreational Sports Fee	101,016.65	23,666.00	-	77,350.65		77,350.65		
Athletic Fee	761.60			761.60		761.60		
Other Student Fees	(66,376.72)			(66,376.72)		(66,376.72)		
Food Service				-		-		
Housing	1,647,503.89	(335,318.00)	-	1,982,821.89		1,982,821.89		
Other Sales and Services				-		-		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>2,555,152.26</b>	<b>(155,317.00)</b>	<b>-</b>	<b>2,710,469.26</b>	<b>-</b>	<b>2,710,469.26</b>	<b>-</b>	<b>-</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	-			-		-		
<b>PLANT FUNDS</b>								
HEAF	190,609.61			190,609.61				190,609.61
Current Building Projects				-		-		
Reserve for Debt Service	406,391.62			406,391.62				406,391.62
Projected Building Projects	2,775,586.72			2,775,586.72				2,775,586.72
<b>TOTAL PLANT FUNDS</b>	<b>3,372,587.95</b>	<b>-</b>	<b>-</b>	<b>3,372,587.95</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,372,587.95</b>
<b>TOTAL ALL FUNDS</b>	<b>16,808,315.06</b>	<b>197,000.00</b>	<b>-</b>	<b>16,611,315.06</b>	<b>2,788,005.17</b>	<b>10,450,721.94</b>	<b>-</b>	<b>3,372,587.95</b>



TEXAS STATE UNIVERSITY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE BALANCE 9/1/2016	BUDGETED		AVAILABLE BALANCE 2/28/2017	RESERVED	CURRENT FUNDS		NON-CURRENT FUNDS RESTRICTED
		ORIGINAL	SUPPLEMENTAL			UNRESERVED ALLOCATED	UNRESERVED UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 260	1,094,634		1,094,634	-	-			-
TOTAL E&G	1,094,634	-	1,094,634	-	-	-	-	-
<b>DESIGNATED</b>								
Designated Tuition	55,155,469		22,566,863	32,588,606	3,277,064	29,311,542		
Computer Use Fees	4,461,396		2,612,095	1,849,301	156,944	1,692,357		
Advisement Fees	1,612,749		1,540,000	72,749	64,226	8,523		
Library Fees	5,804,281		430,000	5,374,281	179,848	5,194,433		
All Other Fees	6,495,089		2,419,493	4,075,596	31,231	4,044,365		
Indirect Cost Recovery	6,302,261		4,573,752	1,728,509	461,208	1,267,301		
Sales and Services	16,875,403		1,003,336	15,872,067	2,083,423	13,788,644		
Service Departments	4,957,699		-	4,957,699	2,360,851	2,596,848		
TOTAL DESIGNATED	101,664,346	-	35,145,539	66,518,808	8,614,794	57,904,013	-	-
<b>AUXILIARY</b>								
Student Service Fees	4,499,805		2,349,163	2,150,642	71,824	2,078,818		
Medical Service Fees	2,230,044		-	2,230,044	19,074	2,210,970		
Student Center Fees	6,411,404		1,379,014	5,032,391	102,233	4,930,158		
Recreational Sports Fees	3,550,857		268,500	3,282,357	175,007	3,107,350		
Other Student Fees	3,771,718		-	3,771,718	191,867	3,579,852		
Food Service	1,753,032		-	1,753,032	52,152	1,700,881		
Housing	19,627,189		1,015,032	18,612,157	185,675	18,426,482		
Other Sales and Services	31,717,460		3,843,867	27,873,593	5,660,003	22,213,590		
TOTAL AUXILIARY	73,561,512	-	8,855,576	64,705,936	6,457,834	58,248,101	-	-
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	15,938,010			15,938,010				15,938,010
<b>PLANT FUNDS</b>								
HEAF	19,173,730	19,173,730		-				-
Tuition Revenue Bonds	-		-	-				-
System Revenue Bonds	19,422,133		19,422,133	-				-
Projected Building Projects	42,950,381		42,950,381	-				-
TOTAL PLANT FUNDS	81,546,244	19,173,730	62,372,514	-	-	-	-	-
TOTAL ALL FUNDS	273,804,745	19,173,730	107,468,262	147,162,753	15,072,629	116,152,114	-	15,938,010

LAMAR INSTITUTE OF TECHNOLOGY  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/16			02/28/17				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 287	\$974,146			\$974,146	\$154,029	\$820,117		
HEAF	9,839,935	0	0	9,839,935	5,314,935	4,525,000		
<b>TOTAL E&amp;G</b>	<b>10,814,081</b>	<b>0</b>	<b>0</b>	<b>10,814,081</b>	<b>5,468,964</b>	<b>5,345,117</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	1,448,648	0	0	1,448,648	36,296	1,412,352		
Course Fees	0	0	0	0	0	0		
Computer Use Fees	0	0	0	0	0	0		
Advisement Fees	0	0	0	0	0	0		
Library Fees	0	0	0	0	0	0		
Recreation Fees	0	0	0	0	0	0		
All Other Fees	0	0	0	0	0	0		
Indirect Cost Recovery	0	0	0	0	0	0		
Continuing Education	0	0	0	0	0	0		
Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
Other Income	0	0	0	0	0	0		
<b>TOTAL DESIGNATED</b>	<b>1,448,648</b>	<b>0</b>	<b>0</b>	<b>1,448,648</b>	<b>36,296</b>	<b>1,412,352</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	2,930,636	0	0	2,930,636	3,401	2,927,235		
Medical Service Fees	0	0	0	0	0	0		
Student Center Fees	0	0	0	0	0	0		
Recreational Sports Fees	0	0	0	0	0	0		
Other Student Fees	417,111	0	0	417,111	14,119	402,992		
Food Service	0	0	0	0	0	0		
Housing	0	0	0	0	0	0		
Other Sales and Services	0	0	0	0	0	0		
Investment Income	0	0	0	0	0	0		
<b>TOTAL AUXILIARY</b>	<b>3,347,747</b>	<b>0</b>	<b>0</b>	<b>3,347,747</b>	<b>17,520</b>	<b>3,330,227</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>\$15,610,476</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,610,476</b>	<b>\$5,522,780</b>	<b>\$10,087,696</b>	<b>\$0</b>	<b>\$0</b>

LAMAR STATE COLLEGE - ORANGE  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE 9/1/2016	ORIGINAL	SUPPLEMENTAL	BALANCE 2/28/2017		ALLOCATED	UNALLOCATED	
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 285	\$ 608,382			\$ 608,382	\$ 608,382	\$ -		
HEAF	3,073,898			3,073,898	3,073,898			
HB2 Section 18 Funds	458,404			458,404	458,404			
<b>TOTAL E&amp;G</b>	<b>4,140,684</b>	<b>-</b>	<b>-</b>	<b>4,140,684</b>	<b>4,140,684</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>DESIGNATED</b>								
Designated Tuition	8,065,683			8,065,683		8,065,683		
Computer Use Fees	2,147,138	19,889		2,127,249		2,127,249		
Advisement Fees				-		-		
Library Fees	325,667	35,396		290,271		290,271		
Recreation Fees				-		-		
All Other Fees	337,974		1,500	336,474		336,474		
Indirect Cost Recovery	1,848,603			1,848,603		1,848,603		
Continuing Education/ACE	372,327			372,327		372,327		
Other Income	534,587			534,587		534,587		
<b>TOTAL DESIGNATED</b>	<b>13,631,979</b>	<b>55,285</b>	<b>1,500</b>	<b>13,575,194</b>	<b>-</b>	<b>13,575,194</b>	<b>-</b>	<b>-</b>
<b>AUXILIARY</b>								
Student Service Fees	2,692,186			2,692,186		2,692,186		
Medical Service Fees				-		-		
Student Center Fees	439,154			439,154		439,154		
Recreational Sports Fees				-		-		
Other Student Fees	306,387			306,387		306,387		
Food Service	959			959		959		
Housing				-		-		
Other Sales and Services	288,829			288,829		288,829		
Investment Income				-		-		
<b>TOTAL AUXILIARY</b>	<b>3,727,515</b>	<b>-</b>	<b>-</b>	<b>3,727,515</b>	<b>-</b>	<b>3,727,515</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>\$ 21,500,178</b>	<b>\$ 55,285</b>	<b>\$ 1,500</b>	<b>\$ 21,443,393</b>	<b>\$ 4,140,684</b>	<b>\$ 17,302,709</b>	<b>\$ -</b>	<b>\$ -</b>

LAMAR STATE COLLEGE PORT ARTHUR  
STATEMENT OF CHANGES IN FUND BALANCES  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH FEBRUARY 28, 2017

DESCRIPTION	AVAILABLE	BUDGETED		AVAILABLE	RESERVED	UNRESERVED		RESTRICTED
	BALANCE	ORIGINAL	SUPPLEMENTAL	BALANCE		ALLOCATED	UNALLOCATED	
	09/01/16			02/28/17				
<b>EDUCATIONAL &amp; GENERAL</b>								
Fund 286	\$837,416			\$837,416	\$837,416			
HEAF	1,225,454			1,225,454	1,225,454			
<b>TOTAL E&amp;G</b>	<b>2,062,870</b>	<b>0</b>	<b>0</b>	<b>2,062,870</b>	<b>2,062,870</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>DESIGNATED</b>								
Designated Tuition	606,652			606,652		606,652		
Institutional Scholarships	421,463			421,463		421,463		
Computer Use Fees	408,229			408,229		408,229		
IT Contingency	140,560			140,560		140,560		
Student Library Fee	235,654							
All Other Fees	16,258			16,258		16,258		
Other Income				0		0		
<b>TOTAL DESIGNATED</b>	<b>1,828,816</b>	<b>0</b>	<b>0</b>	<b>1,593,162</b>	<b>0</b>	<b>1,593,162</b>	<b>0</b>	<b>0</b>
<b>AUXILIARY</b>								
Student Service Fees	120,270			120,270		120,270		
Parking Fee	200,093			200,093		200,093		
Student Center	26,807			26,807		26,807		
Student ID	71,493							
<b>TOTAL AUXILIARY</b>	<b>418,663</b>	<b>0</b>	<b>0</b>	<b>347,170</b>	<b>0</b>	<b>347,170</b>	<b>0</b>	<b>0</b>
<b>ENDOWMENT AND SIMILAR FUNDS</b>								
Quasi-Endowments	1,200,302			1,200,302		0		1,200,302
<b>PLANT FUNDS</b>								
HEAF	4,000,000		4,000,000	0				
T.R.B				0				
Other				0				
<b>TOTAL PLANT FUNDS</b>	<b>4,000,000</b>	<b>0</b>	<b>4,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL ALL FUNDS</b>	<b>\$9,510,650</b>	<b>\$0</b>	<b>\$4,000,000</b>	<b>\$5,203,503</b>	<b>\$2,062,870</b>	<b>\$1,940,332</b>	<b>\$0</b>	<b>\$1,200,302</b>

TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
 STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<b>LAMAR INSTITUTE OF TECHNOLOGY</b>			
<b>Inter-Component Re-bills LIT Results, October 2013</b>	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 is no longer paying LU for Library re-bills with HEAF funds. LIT developed a plan to repay the HEAF funds from other sources to cover those costs. The repayment plan will cover 10 years with one repayment per year. LIT budgeted for the first repayment in FY 2017 and paid the first repayment March 7, 2017.  Person Responsible: Bonnie Albright, Vice President for Finance and Operations Timetable for Completion: First repayment completed: March 7, 2017	Implemented
<b>Technology Services Department, July 2015</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).  There were six (6) audit recommendations resulting from this audit. The status for these items are as follows: > Five (5) recommendations: <b>Implemented</b> > One (1) recommendation: <b>In Progress</b>		
<b>Missing Cash Investigation, December 2015</b>	Cashier’s Office Physical Security over Cash Receipts: <ul style="list-style-type: none"> <li>• Install cash drawers with individually keyed working locks.</li> <li>• Designate exact areas where the silent alarms are to be kept. Test and replace batteries on a scheduled basis and document the dates tested and when batteries are replaced.</li> <li>• Modify the design of the cashier’s windows to reduce the ability to easily reach into the cashier’s area.</li> </ul>	<ul style="list-style-type: none"> <li>• The restyling the Cashier’s Office front counter is complete and includes new individually keyed cash drawers.</li> <li>• The restyling of the Cashier’s Office front counter is complete and includes a wired silent alarms at each of the three stations. There are also wireless panic alarm buttons on each of the cashier’s desks in the office.</li> <li>• The restyling of the Cashier’s Office front counter is complete and the glass partition reduces the ability to easily reach into the cashier’s area.</li> </ul> Person Responsible: Donna Quebedeaux, Director of Finance Timetable for Completion: <ul style="list-style-type: none"> <li>• February 28, 2017</li> <li>• February 28, 2017</li> <li>• February 28, 2017</li> </ul>	Implemented   Implemented   Implemented

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<b>LAMAR STATE COLLEGE-ORANGE</b>			
<b>Benefits Proportionality, August 2016</b>	On a go-forward basis, LSCO should develop a methodology to determine the appropriate allocation of salaries and benefits between general revenue funds and auxiliary enterprises for employees working at the Brown Estate. LSCO should work with its ACO to determine and reimburse amounts owed to general revenue for salaries and benefits paid with general revenues that should have been borne by auxiliary enterprises.	Management has developed a methodology to determine the appropriate allocation of salaries and benefits between general revenue funds and Brown Estate funds for employees working at the Brown Estate. It was determined that the amended benefits proportional report adjusted for charging all Brown Estate employees proportionately between GR and Brown Estate fund results in underpayment by GR and an overpayment by LSC-O GR-D. Since GR was underpaid LSC-O does not request a repayment from GR to GR-D, so LSC-O sees no need to discuss with ACO. Going forward, for all five full-time Brown Estate employees, LSC-O will allocate payroll based on established methodology between GR and Brown Estate fund. This allocation will begin with April 2017 payroll.  Person Responsible: Dana N. Rogers, Vice-President for Finance and Operations Timetable for Completion: April 20, 2017	<b>Implemented</b>

<b>LAMAR STATE COLLEGE-PORT ARTHUR</b>			
<b>No Recommendations Outstanding</b>			

<b>LAMAR UNIVERSITY</b>			
<b>IT Physical Environment, October 2012</b>	<p>Issues, recommendations, and management action plans for this audit are actively being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>There were eight (8) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> <li>➢ Seven (7) recommendations: <b>Implemented</b></li> <li>➢ One (1) recommendation: <b>In Progress</b></li> </ul>		

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

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<p><b>Center for Executive Leadership Audit, April 2014</b></p>	<p>The University should:</p> <ol style="list-style-type: none"> <li data-bbox="348 293 957 342">1. (This recommendation was implemented during a previous quarter)</li> <li data-bbox="348 456 957 561">2. Develop a records retention schedule specific to the needs of the University and submit it to TSLAC, as required by Government Code Title 4, Subtitle D, Chapter 441.185.</li> <li data-bbox="348 894 957 1000">3. Develop a records management policy defining the types of data to be retained, retention responsibilities, timeframes for retaining those records, and required steps for destruction.</li> </ol>	<p>Management within the Mary and John Gray Library has assumed responsibility for records retention, effective October 31, 2014, and the Director of Library Services assumed the role of Records Management Officer. Effective November 2014, the University Archivist assumed the role of Records Retention Coordinator.</p> <p>2. Assumption of these responsibilities will require a long planning period during which timelines will be established for policy, procedure, and retention schedule development. The Records Retention Coordinator submitted a 101 page draft of a campus records retention schedule to the Texas State Library and Archives Commission (TSLAC) on September 28, 2015. Suggested changes and additions were received from TSLAC. Draft revisions were made to the document (now 134 pages) and returned to TSLAC for review. (TSLAC is currently experiencing a significant backlog). New personnel at TSLAC have suggested further minor changes.</p> <p>Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2017</p> <p>3. Assumption of these responsibilities will require a long planning period during which timelines will be established for policy, procedure, and retention schedule development. The Records Retention Coordinator created a Records Disposition Log for the Lamar campus in late July 2015, which lists records series titles, retention periods, dates of records, disposition, dates of disposition, and signatures authorizing disposition. To date, the Records Retention Coordinator has authorized destruction of records from Purchasing, Procurement, and Finance.</p> <p>A draft records retention policy has been created which has been modeled after other universities. This draft records retention policy will go through the proper reviews and will ultimately be presented to University Executive Leadership for approval. In addition, a meeting has been scheduled with the Center for Executive Leadership personnel to discuss their unique records and appropriate lengths of time for</p>	<p><b>In Progress</b></p> <p><b>In Progress</b></p>

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

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>4. Ensure that the Center for Executive Leadership purge all documents not in compliance with the certified RRS recommended above.</p>	<p>retention of their records. The draft records retention policy is still in the review stage. The University Archivist met with office staff at the Center for Executive Leadership over a two day period in July 2016. The draft records retention policy is being finalized.</p> <p>Person Responsible: David Carroll, Director of Library Services. Timetable for Completion: September 1, 2017</p> <p>4. The Center will purge all documents not in compliance with the University Records Retention Schedule but is waiting for the adoption of the University’s Document Management Policy which will contain the Records Retention Schedule.</p> <p>Person Responsible: Dr. Bill Holmes, Interim Chair Timetable for Completion: Begin immediately, finalize within 90 days of receiving the final draft of the University’s Document Management Policy.</p>	<p>In Progress</p>
<p><b>Recreational Sports, August 2015</b></p>	<p>LU should account for Recreational Sports student fees in a manner that demonstrates these funds are spent in accordance with applicable statutory requirements.</p>	<p>Management is still working to establish separate accounting between Recreational Sports fee and Recreational Sports student fee allocation.</p> <p>Person Responsible: Twila Baker, AVP Finance Timetable for Completion: May 31, 2017</p>	<p>In Progress</p>
	<p>The protected information contained in membership records should be removed.</p>	<p>Protected information contained in membership records has been removed. The social security number filed has been “turned off”. Database queries were performed to verify that social security numbers were no longer stored within the database.</p> <p>Person Responsible: Art Simpson, Director of Recreational Sports Timetable for Completion: February 28, 2017</p>	<p>Implemented</p>
	<p>Group/generic IDs should not be maintained.</p>	<p>The following corrective action will be as follows:</p> <ul style="list-style-type: none"> <li>Generic ID for the work stations has been changed To each individual student employee will now have to log on to the CSI system using their individual log-in username and passwords</li> </ul>	<p>Implemented</p>

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

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<ul style="list-style-type: none"> <li>The request for implementation of a better secure employee access has been changed to the student worker working the station will use his/her individual username and password for access. This implementation has been completed.</li> </ul> <p>Person Responsible: Art Simpson, Director of Recreational Sports and Dr. Vicki McNeil, VP of Student Engagement Timetable for Completion: February 28, 2017</p>	
<p><b>Texas Higher Education Coordinating Board Facilities Audit, April 2016</b></p>	<p>1. Currently needed [project] applications should be completed as soon as possible.</p> <p>2. The University should implement procedures and controls to ensure each project application is completed per THECB requirements.</p>	<p>1. Facilities Management completed the application for the Wayne A. Reaud Building in September 2016 and the Board of Regents Certification form was signed by the Chancellor and returned to THECB on September 13, 2016. This project application is complete.</p> <p>2. The University has developed procedures and controls to ensure each project application is completed per THECB requirements. A draft of the Setzer Center Renovation project application is complete but is not required because the building does not contain E&amp;G space, however, at the request of THECB to collect data, the application is still scheduled for completion by the deadline below. The project application for the Science &amp; Technology has also begun and will be completed prior to the timetable deadline below.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Reaud Building project submission is completed. Draft departmental policy and procedure is complete. Two remaining applications will be completed by April 30, 2017.</p>	<p>Implemented</p> <p>In Progress</p>
	<p>The University should implement controls to maintain the accuracy of the data submitted to the THECB for capital development projects listed in the THECB <i>Capital Expenditures Report</i>.</p>	<p>Draft departmental policy and procedure is complete. Policy will be reviewed with VP of Finance &amp; Operations for final implementation by April 30, 2017.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Anticipated completion date is April 30, 2017.</p>	<p>In Progress</p>

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	<p>The University should implement procedures and controls to ensure the <i>Project Status and Tracking Report</i> is completed per the requirements in the THECB rules.</p>	<p>Draft departmental policy and procedure is complete. Policy will be reviewed with VP of Finance &amp; Operations for final implementation by April 30, 2017. The University submitted the fall 2016 Project Status and Tracking report to THECB by the required deadline.</p> <p>Person Responsible: Katherine Miller, AVP for Facilities Planning and Design Timetable for Completion: Anticipated completion date is April 30, 2017.</p>	<p>In Progress</p>
<p><b>Scholarship Management, September 2016</b></p>	<p>Documented procedures detailing the scholarship management process should be developed and utilized for all scholarships awards. The following specific factors should be considered:</p> <ul style="list-style-type: none"> <li>• Establish minimum requirements for selecting award recipients when endowment agreements or other guidelines (such as NCAA requirements) are not available.</li> <li>• Where appropriate, consider establishing a rubric to weight the qualifications of all eligible students and/or consider additional criteria that may impact college readiness for scholarship awards (e.g., employment, leadership positions, clubs and organizations, community involvement, attendance, high school GPA)</li> <li>• Designate committees to select recipients for all scholarship awards (i.e., a single individual should not have the authority to make autonomous award decisions). The selection committees should document the committee meetings and specifics of the evaluation/awarding processes (e.g., why one student was selected for a scholarship over another).</li> <li>• Remove identifying data (e.g., name, school, city, etc.) prior to submitting applications to the scholarship committee(s).</li> <li>• Notify all students of the open application period in a consistent manner (e.g., email).</li> <li>• Utilize <i>myScholarships</i> or a similar scholarship management program for all endowed scholarships.</li> </ul>	<p>While awaiting the finalization of a Scholarship Policy and Procedure manual, the Office of Financial Aid and Scholarships has taken the following actions:</p> <ul style="list-style-type: none"> <li>• A Senior Specialist was hired in May 2016 to oversee the <i>myScholarships</i> system process and train the Colleges and Departments on its use. The <i>myScholarships</i> system has allowed the office to streamline the scholarship awarding process across the University. During Summer 2016, multiple trainings were held with Account Managers across campus. New scholarship timelines and consistent procedures for awarding were established for both incoming and current student awards.</li> <li>• As of Fall 2016, every endowed scholarship, as well as most annually funded scholarships, were set up in <i>myScholarships</i> with the corresponding agreement requirements. As new endowments are approved and signed, the Office of Scholarships and Financial Aid will work directly with the Office of Advancement to include the new awards in the <i>myScholarships</i> system with corresponding agreement requirements.</li> <li>• Beginning with award year 2017-2018, <i>myScholarships</i> will use imported student information from Banner to automatically review all current and future students for all awards and auto-match them based on the specified criteria. A supplemental application is setup in the <i>myScholarships</i> system to prompt students to complete for more specific ‘apply to’ awards.</li> </ul>	<p>In Progress</p>

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

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>The Office of Financial Aid and Scholarships drafted a Scholarship Policy and Procedure Manual that will be applicable to all account managers and college committees. Requirements included in the policy follow:</p> <ul style="list-style-type: none"> <li>• When an endowment agreement does not include specified requirements and/or preferences, the Office of Scholarships and Financial Aid will use the criteria for the University Excellence awards, which is a minimum 1150/23 on the SAT/ACT and top 25% of the graduating class. These standards have shown to aid in retention and 4-year graduation rates. For current students, the minimum criteria will be at least sophomore status and a cumulative GPA of 3.0.</li> <li>• College and departmental scholarship committees will be set by the central scholarship coordinator for each of the five colleges. The committees will consist of account managers and/or other selected staff as chosen by the College. The committees will meet after each scholarship awarding cycle to review and approve the selections within their respective college. The committee meetings will be documented with specifics about the awarding process. Also, the University Scholarship Committee that approves all University awards will be documented as well.</li> <li>• When presenting the final awards to each scholarship committee for approval, student names will be removed. Removal of the student name will allow for a fair and transparent selection of each award recipient. High School and/or city will not be removed because certain endowment agreements require students to graduate or live in a certain geographic location. This information will be required to make sure the endowment requirements are met.</li> <li>• All current students will be alerted via email when the new <i>myScholarships</i> cycle opens. This email will be sent at the beginning of every Fall semester, but no later</li> </ul>	

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Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>than October 1<sup>st</sup>. The alert will drive students to apply through the online <i>myScholarships</i> portal and prompt them to fill out the supplemental scholarship application.</p> <ul style="list-style-type: none"> <li>• <i>myScholarships</i> will be used for all endowed awards. The scholarship criteria specified in the endowment agreement or by the University as stated above will be used.</li> </ul> <p>Account managers and college/university committees award scholarship based on the documented merit of each student. The <i>myScholarships</i> system matches the student qualifications with those of the endowed agreements. Using <i>myScholarships</i> as a tool for sorting qualified applicants allows for a transparent and fair process across the University. The <i>myScholarships</i> system allows for a holistic review of all students based on their merit qualifications.</p> <p>Person Responsible: Katrina Brent, Executive Director of Scholarships and Financial Aid. Timetable for Completion: June 1, 2017</p>	
	<p>Requirements and preferences stipulated by donors should always be considered in awarding scholarships to avoid breaching the endowment agreements, losing donor goodwill, and incurring the risk of criticism that the award process may be arbitrary. Scholarship selection committee minutes should duly note:</p> <ul style="list-style-type: none"> <li>• any instances where no applicants meet the preferred criteria, and the rationale for selecting award recipients,</li> <li>• the reasoning behind the award selection when more than one applicant fulfills the requirements and/or preferences (i.e., documenting why one applicant was selected over another), and</li> <li>• the justification for award selections to an applicant who does not meet required and/or preferred attributes.</li> </ul>	<p>Endowment agreements include merit criteria and sometimes preferences as specified by the donor. These preferences may include: financial need, employment, and/or community involvement. The <i>myScholarships</i> system matches this information to the student application. Students are asked to upload supplemental documentation as it pertains to specified endowed criteria or preferences. The uploaded documentation is referenced when preferences are to be considered by account managers and college/University scholarship committees.</p> <p>When choosing the most qualified applicant(s), Account Managers and college/University scholarship committees will adhere to the specified requirements and preferences within the endowment agreement. This requirement will be documented in the Lamar University Scholarship Policy and Procedure. College scholarship committees will be convened by the central scholarship coordinator within each of the five colleges. It will be the committee’s responsibility to meet and note any instance where a student is chosen solely based on</p>	<p>In Progress</p>

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		<p>the required criteria and if the preferred criteria is not met. If there are no comparable applicants with the preference, the award will be given to the student who meets the required criteria and noted. If there are comparable applicants, the applicant who meets the required <i>and</i> preference criteria will receive the award. Any instance where there are multiple qualified applicants, the committee will document why one applicant was chosen over another. The committee will always provide documentation when an applicant who does not meet the required or preferred criteria is chosen.</p> <p>Person Responsible: Katrina Brent, Executive Director of Scholarships and Financial Aid. Timetable for Completion: June 1, 2017</p>	
<p><b>Use of University Facilities and Resources, January 2017</b></p>	<p>Video Equipment Storage Rooms Security and Organization:</p> <ul style="list-style-type: none"> <li>• Improve the security over the video equipment storage and video editing rooms. Consider scheduling custodial/maintenance activities regular working hours on non-event days and with the presence of staff during access.</li> <li>• Provide better storage of video and camera equipment in the Montagne Center and restrict access to the storage rooms to specific personnel. Implement a process for tracking equipment removal and return.</li> <li>• Pin codes for the video equipment storage room should be periodically changed and personnel with combinations should be logged. Physical key distribution should be reassessed and limited to specific personnel and distribution logged.</li> </ul>	<p>We have made the request that all custodial cleaning happen after 9AM (operating hours) daily and that a full time staff member be present when cleaning occurs. This is currently being implemented.</p> <p>We recently added a new storage room upstairs for videoboard (NEVCO &amp; DAKTRONICS) parts/equipment that only the video coordinator has a key to. Funding for steel cabinets, racks, and shelving, will be added at the end of the fiscal year and installed. We are adding equipment gradually as we reorganize where everything is going and should have all in place by August</p> <p>We have implemented a policy for equipment removal/distribution and return among students.</p> <p>Pin codes are changed every 3 months. (Effective since we’ve installed the pin codes on doors.)</p> <p>We are working with IT to have the locks in these rooms changed over to key card access to ensure greater safety of equipment.</p> <p>Person Responsible: Clint Burgess, Video Coordinator, and Jason Henderson, Athletics Director Timetable for Completion: August 31, 2017</p>	<p>In Progress</p> <p>In Progress</p> <p>Verification of Implementation in Progress</p> <p>Verification of Implementation in Progress</p> <p>In Progress</p>

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STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>Information Technology Investigation Assistance Protocols: IT Management should develop written protocols regarding assistance on investigations. The protocols should address which individuals need to have knowledge of the investigation(s) and in cases where tasks are delegated, protocols to ensure proper oversight occurs.</p>	<p>The office of ISO has drafted an incident response framework that includes the policy, procedures (including protocols) and workflow. The ISO office is conducting a peer review and then will present to IT leadership, CIO and Executive leadership for approval. The ISO office will publish the document to the intranet and provide training to all IT staff.</p> <p>Person Responsible: Srinivas Varadaraj, Lamar University Information Security Officer Timetable for Completion: June 30, 2017</p>	<p>In Progress</p>
<p><b>Audit of Required Reports Under the Public Funds Investment Act, February 2017</b></p>	<ul style="list-style-type: none"> <li>Income reported on the quarterly investment report should be interest earned.</li> <li>Income reported on the quarterly investment reports should only include interest income from operating and non-operating funds. If operating and non-operating funds are co-mingled with other funds, such as endowments, in a single investment pool, ensure income derived from separate funds are properly accounted for. Consider updating policy and procedures documenting accounting method(s) used to calculate and to separate income.</li> <li>Internal review procedures should be strengthened to include verification of amounts submitted on quarterly investment reports back to source documents.</li> </ul>	<p>New procedures are being developed along with a checklist to incorporate the custodian reporting system as well as internal processes to ensure more accurate reporting. Income picked up as reported on the quarterly investment report will be “interest earned.” Operating and non-operating funds were segregated better in June 2016 with the opening of an additional TexPool account to ensure that income would be reported in the correct categories. The Quarterly Investment Report is prepared by Lamar University’s Director of Investment Services in conjunction with the Investment consultant. The custodial statements as our source documents are verified back to the Quarterly Investment Report. In addition, we are adding a review layer for the Senior Director of Finance and Accounting to verify that the Quarterly Investment Report agrees to the custodial statements.</p> <p>Person Responsible: Greg Dowell, Director of Investment Services, and Jamie Larson, Senior Director for Finance and Accounting Timetable for Completion: In process and expected completion for May 31, 2017</p>	<p>In Progress</p>
	<p>Use market value from investment statement to report ending market value.</p>	<p>New procedures are being developed to incorporate the custodian reporting system as well as internal processes to ensure more accurate reporting. Director of Investment Services will use market value from investment statement provided by the custodian to report ending market value. The Senior Director of Finance and Accounting will verify.</p>	<p>In Progress</p>

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ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<ul style="list-style-type: none"> <li>Report compliance of all investments as per the PFIA and System Investment Policy.</li> <li>Upload color copies of reports or change compliance indicators to Yes/No. In addition, consider using other than green or red colors as these colors prove difficult to distinguish between for persons who experience color blindness.</li> </ul>	<p>Person Responsible: Greg Dowell, Director of Investment Services, and Jamie Larson, Senior Director for Finance and Accounting Timetable for Completion: In process and expected completion for May 31, 2017</p> <p>Director of Investment Services will coordinate with Lamar University’s investment consultant to ensure reporting of compliance of all investments as per the PFIA and System Investment Policy, as well as addition of this item to the checklist. Director of Investment Services will coordinate with Lamar University’s investment consultant to inquire about the feasibility of changing the investment consultant’s reporting of compliance indicators to include the possibility of using yes/no indicators. Additionally, the section containing the compliance indicators is not required to be published as part of the Quarterly Investment Report on Lamar University’s website. Consequently, Lamar University will no longer be publishing this section of the report on the website.</p> <p>Person Responsible: Greg Dowell, Director of Investment Services Timetable for Completion: In process and expected completion for May 31, 2017</p>	<p>In Progress</p>

<b>SAM HOUSTON STATE UNIVERSITY</b>			
<p><b>Information Technology (IT) and Software Asset Management, June 2016</b></p>	<p>Management should:</p> <ul style="list-style-type: none"> <li>Develop reconciliation procedures to verify the accuracy and completeness of assets between Banner Fixed Assets and CMDB.</li> <li>Perform a reconciliation between the data entered into Banner Fixed Assets and the source documents from which the data resides.</li> <li>Consider the development of or improvement to automated processes to ensure asset information between CMDB and Banner Fixed Assets are consistent.</li> </ul>	<p>The team is researching the use of auto-discovery tools to obtain asset information to update the CMDB. Those tools include Cherwell Asset Management and FireScope. Quotes for these tools total approximately \$227,000 and are under consideration. Product demonstrations were attended and reviewed by appropriate IT personnel that included Asset Management, Infrastructure and Support Services, Cherwell, and Enterprise Services teams.</p> <p>A plan has been created to process continual physical inventories of IT assets throughout the year. Property averages 2-3 Departmental audits per month. IT Asset</p>	<p>Implemented</p>

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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	<ul style="list-style-type: none"> <li>Conduct more frequent physical IT asset inventories and consider utilizing auto-discovery tools to obtain IT asset information to update the CMDB.</li> </ul>	<p>Management and Property will be holding monthly meetings to discuss present and future audits. We will meet the first Wednesday of each month.</p> <p>A report was created titled <i>Cherwell/ Fixed Assets Discrepancy Report</i> to assist in the reconciliation process performed by IT Asset Management and Property. The report is system-generated, runs automatically at 1:00 am daily, and is sent to IT and Property. IT Asset Management and Property review this report on a daily basis and discrepancies are resolved between IT Asset Management and Property and corrected. The report has not yet been converted to Cognos. The reconciliation process will be ongoing.</p> <p>Property and IT Asset Management met on November 18, 2016 to go over the Banner Fixed Assets process, and will meet with newly hired IT staff as hired in the future to introduce them to recording Banner Fixed Assets.</p> <p>Person Responsible: Tessy Rappé, Assistant Vice President for Finance and Operations Timetable for Completion: November 30, 2016</p>	
	<p>Management should configure Banner Fixed Assets and the CMDB to have the ability to prevent users from recording new assets until certain required fields are populated. The required fields should be based on the strategic plan, policies, and procedures, which determine the attributes of each IT asset type management intends to track.</p>	<p>Inquiry was made with Ellucian and Banner Fixed Assets does not have required fields. To enforce fields would require a baseline modification and those do not persist over upgrades.</p> <p>Asset Management determined which CMDB fields in Cherwell are required. Those fields are required on any asset created after 11/4/2016. Fields set as required are: CI- Computer</p> <ul style="list-style-type: none"> <li>Type, # CPU's, CPU Type, CPU Speed, Cores/CPU, Total RAM, RAM Type, Computer Classification, Asset #, Serial #, Manufacturer, Model, Usage, Config Type, Funding Source, Purchase Date, Invoice ID, Purchase Price, Est. Replace Date.</li> </ul> <p>CI – Other Device</p>	<p><b>Implemented</b></p>

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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		<ul style="list-style-type: none"> <li>Description, Device Type, Manufacturer, Model, Serial #, Asset #, Funding Source, Vendor, Purchase Date, Invoice ID, Purchase Price, CI – Printer</li> <li>Printer Type, Manufacturer, Model, Serial #, Asset #, Funding Source, Vendor, Purchase Date, Invoice ID, Purchase Price</li> </ul> <p>Person Responsible: Tessy Rappé, Assistant Vice President for Finance and Operations Timetable for Completion: November 30, 2016</p>	
	<p>Management should work with IT@Sam to create a Cognos report which is automatically generated daily by validating / reconciling all line items on approved purchase orders in Banner Finance against a master table of all criteria which classifies an asset as either capitalized or controlled (i.e., account codes, descriptions, unit cost, IT-related, etc.). The resulting report should display the purchase order number, item number(s), description, quantity, unit price, fund, organization, account, program, total amount and capitalized/controlled asset designation for all assets that need to be tagged. This will help ensure that all purchased items which qualify as either capitalized or controlled assets are automatically identified in a report to be tagged, recorded, and tracked in Banner Fixed Assets and the CMDB in a timely manner and thereby minimizing risks associated with the existing manual process.</p>	<p>Property agrees that the manual review process identifying miscoded controlled or capital items is not ideal but it is currently the best tool available. Although a new report will help, it most likely will not be able to replace this manual process because there is not a set list of codes or dollar thresholds that would capture every scenario for those items that are miscoded. The Cognos report has been created to allow Property to sort and filter data by account code and/or dollar amounts. The report is called <i>FI_Fixed_Assets_006_FYRPURC_Capitalized_Asset_With_FOAP</i>. Property runs this report daily and this report replaces the <i>All Open Purchase Orders (FYRPURC)</i> report. Additionally, the Controller’s Office currently performs a monthly reconciliation to identify any exceptions.</p> <p>Person Responsible: Tessy Rappé, Assistant Vice President for Finance and Operations Timetable for Completion: November 30, 2016</p>	<p>Implemented</p>
	<p>Management should determine whether the existing interface between CMDB and Banner Fixed Assets can be enhanced to update new assets in Banner Fixed Assets with the asset information in CMDB.</p>	<p>The location of assets is now a bi-directional update in which the system with the latest location update will send the data to the other system.</p> <p>Additional Improvement Plan:</p> <ul style="list-style-type: none"> <li>We have identified additional fields to synchronize between Fixed Assets and CMDB. Those fields are Class Code, Description, Make, Condition, Cost, Net Book Value, and Notes. The appropriate fields to hold this information have been created in CMDB.</li> </ul>	<p>Implemented</p>

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STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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		<ul style="list-style-type: none"> <li>• Description will only be a one-way update from CMDB to Fixed Assets.</li> <li>• Net Book Value and Notes will be a one way import from Fixed Assets to CMDB</li> <li>• A new table will need to be created to hold the “Make” of IT equipment. Data updates will be necessary so that this information is updated on all records since the CMDB does not break out the “Make” from the “Model”.</li> <li>• This will require the data to be imported into Cherwell be staged by Enterprise Services. The updating of data between the systems will need to be set up by Infrastructure and Support Services.</li> </ul> <p><i>Auditor Note: Management has researched and determined that additional fields can be synchronized between Banner Fixed Assets and CMDB, which is reflected in the “Additional Improvement Plan” above, with target completion date of September 2017. Due to the importance of this plan, the auditor will follow up on the implementation of the entirety of the plan when it is completed.</i></p> <p>Person Responsible: Tessy Rappé, Assistant Vice President for Finance and Operations Timetable for Completion: October 30, 2016</p>	
<p><b>Violations of United States Fair Labor Standards Act of 1938, University Policies, and Texas State University System Code of Ethics, March 2017</b></p>	<p>The practice of “off-book” recording of comp time should be discontinued. The Dean should ensure department management coordinates with the Payroll Office to determine options to manage non-exempt employees’ overtime accrual (such as requiring advance or emergency supervisory approval).</p>	<p>The practice has been discontinued. The Dean is working with departmental administration to ensure that comp time is recorded appropriately. Training from the payroll department was provided to the academic department administration, non-exempt employees, and their supervisors on December 16, 2016 and two of the department administrators (Chair and Administrative Assistant) attended one-on-one training on “department time entry” on January 3, 2017. A department time sheet has been prepared by the payroll department that will facilitate accurate recording of all hours. The Office of the Vice President for Finance and Operations has developed the following Business Process Review engagement for the College. As part of this effort, they will document</p>	<p><b>Implemented</b></p>

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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		<p>procedures and train current staff in the following business tasks:</p> <ul style="list-style-type: none"> <li>• Payroll timekeeping and reporting</li> <li>• Purchasing card use and reconciliation</li> <li>• Purchasing compliance</li> <li>• Accounts Payable/Travel Compliance</li> <li>• Budget monitoring and oversight</li> <li>• Cash (revenue) management</li> </ul> <p>Cash/revenue management will include implementation of controls to ensure it allows for reconciliation of revenue to underlying activities. Documentation and training efforts will be complete within 90 days and then monitoring procedures (monthly/quarterly) to ensure compliance during the '17-'18 fiscal year will be implemented. A staff member from the Controller’s Office has already been assigned to this effort as of March 1, 2017. This staff person will train the new Administrative Coordinator in these duties. The Department has also created new guidelines for non-exempt employee time reporting that meet all FLSA requirements.</p> <p>Person Responsible: Dean  Timetable for Completion: Implemented as of March 1, 2017</p>	
	<p>The Dean should ensure department management coordinates with the Payroll Office to remedy “off-book” overtime accruals identified by the investigation to ensure compensation of hours worked for the non-exempt employees of the department. This may include overtime payments and/or an adjustment in Banner to reflect previously accrued (but unrecorded) comp time. On a go-forward basis, management should ensure that all non-exempt employees are properly compensated for overtime hours and that hours worked are accurately recorded in Banner. The Chair should be instructed to ensure that employees’ time reporting in Banner is accurate prior to approving the time.</p>	<p>Chair and department administrative staff have received training from the payroll office to ensure time entered in Banner is accurate prior to approval. Payroll has conducted a review of any time adjustments that are needed for three affected employees and dollar amounts have been estimated. Adjustments to leave accruals and payments for past overtime as of 12-15-16 have been made (payment was made on 2/15/2017). Department has also created and distributed new guidelines for non-exempt employee time reporting that meet all FLSA requirements.</p> <p>Person Responsible: Dean  Timetable for Completion: Implemented as of February 15, 2017</p>	<p><b>Implemented</b></p>

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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	<p>The Dean should request that the Payroll Office provide additional training to department management regarding FLSA comp time requirements and utilization of Banner to record comp time accrued and taken for non-exempt employees. Non-exempt employees should likewise receive similar training to ensure they know their rights and responsibilities for accurately reporting time in Banner.</p>	<p>Management will require training from Payroll office be provided to departmental administration and non-exempt employees regarding FLSA comp time requirements and utilization of banner to record time accrued and time taken. As noted above, this has already occurred on December 16, 2016 and January 3, 2017. All records are compliant as of December 16, 2016. Any new administrative staff and non-exempt employees hired in the future will be required to undergo similar training within the first month of employment. Dean’s office will verify that such employees have completed training. Department has also created new guidelines for non-exempt employee time reporting that meet all FLSA requirements. Dean’s office requested training in proper time reporting be reviewed by the college executive leadership team consisting of the office of the dean, all department chairs except for one chair who was out of town and had received previous training, and two administrative staff from the Dean’s Office. Payroll provided this training on February 15, 2017 during a College Executive Leadership Meeting.</p> <p>Person Responsible: Dean  Timetable for Completion: Implemented as of February 15, 2017</p>	<p>Implemented</p>
	<p>The Dean should ensure that all activities involving the receipt of funds for the rental of these facilities follow practices which comply with <i>Finance &amp; Operations Policy FO-10</i> and ensure safeguards are in place for proper receipting, timely deposits, and reconciliations for a full accounting of the funds. The Dean should ensure any student organization with which the department is affiliated operates under the best practices recommended by the SHSU Department of Leadership Initiatives, which provides support and training to SHSU student organizations.</p>	<p>The Dean, with assistance from an accountant from the Controller’s Office, will form a departmental committee to oversee “other revenue” funds, with representation from diverse departmental areas that have other revenue funds accounts. Committee chair to report directly to Dean’s office. Until a College Administrative Coordinator is hired, a staff member from the Controller’s Office will monitor budgets, accounts, and expenditures as well as analyzing and reviewing “other revenue” funds across all college units, with initial emphasis on department that was audited. Once hired, the administrative coordinator may be asked to perform other college support activities as deemed necessary by the dean. As an orientation to the job, the dean, with assistance from the Controller’s Office, will instruct the new person as to the types of behaviors to be prioritized as to the functions of the office. Review will focus on university policies and standards and funds</p>	<p>In Progress</p>

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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		<p>inflow/outflow during that year. Review will occur annually over the previous calendar year.</p> <p>Each semester, College Associate Dean will organize, provide and document a mandatory meeting with all student groups each semester to review ethics standards and business practices.</p> <p>The Dean or Associate Dean, in consultation with the departmental chair will review with faculty best practices and university policies regarding cash handling procedures and student-club business ethics and procedures. Dean met with the audited unit January 31, 2017 and February 10, 2017 to review Finance and Operations Policy FO-10. The Vice President of Finance and Operations assigned a staff member to work with the College on March 1, 2017. Student Groups will meet with the Associate Dean no later than September 30, 2017.</p> <p>Person Responsible: Dean Timetable for Completion: September 30, 2017</p>	
	<p>The Dean should ensure that all employees in the department are aware of and comply with the Code of Ethics, Chapter VIII of the TSUS <i>Rules and Regulations</i>. The Dean should ensure that students are aware of and comply with the Code of Student Conduct and Discipline, within SHSU’s <i>Student Guidelines, 2016-2018</i>.</p>	<p>Management strongly disapproves of the non-compliance actions that were identified in this report. Management response to address this issue includes disciplinary actions, leadership reform and personnel changes, ethics review, and structural changes to ensure ethical behavior and compliance with all university and system policies and procedures. Disciplinary actions include letters of reprimand for chair, staff, and faculty, review of employment continuance for staff, and the employees will not be eligible for any merits. The Dean will ensure that students are aware of and comply with the Code of Student Conduct and Discipline within SHSU’s <i>Student Guidelines, 2016-2018</i>. Leadership reform and personnel changes will consist of new faculty leadership at the graduate coordinator and associate chair level to provide additional administrative oversight. Chair will be on probationary review with oversight meetings with Dean every two weeks for a period of no less than six months and as long as it takes for the dean to feel satisfied that the situation has been corrected. Structural change in department</p>	<p>In Progress</p>

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STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

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		<p>organization will split the department into two separate administrative units. Dean will direct Associate Dean to have meeting with all student groups every semester of each year to review ethics standards and business practices.</p> <p>Ethics review with faculty and staff was completed on January 31 and February 10, 2017, disciplinary actions for staff and faculty will occur from February-June 2017, leadership reform (Assistant Chair and Graduate Coordinator) by June 1, 2017, and structural changes to department (splitting into two departments) effective September 1, 2017. Letters of reprimand were issued to the Department Chair on February 8, 2017, Administrative Assistants on February 9, 2017, and to the Faculty member on February 22, 2017. Two names for the Graduate Coordinator and Associate Chair were provided to the Dean on February 23, 2017. Meetings will be held with these individuals in March 2017 to finalize their appointments, effective no later than June 1, 2017.</p> <p>Person Responsible: Dean Timetable for Completion: September 1, 2017</p>	
	<p>The Dean should coordinate with the Human Resources to ensure that this employee’s position classification is changed to be representative of the job duties performed to ensure equal pay for equal work and compliance with policy <i>FO Human Resources Policy WS-1</i>. The employee’s compensation for prior years should be reviewed to determine whether additional “back-pay” compensation is warranted; if so, the Dean should ensure that the employee is compensated accordingly by coordinating with the Payroll Office.</p>	<p>The Dean and Chair reviewed the position duties and requested a reclassification to a different position title. Reclassification has been approved as of February 24, 2017 and is being processed by the Human Resources. Initial review of salary range does not indicate any salary modification may be required. If any salary is due from the reclassification to the employee, payment will be made, no later than April 30, 2017.</p> <p>Person Responsible: Dean Timetable for Completion: April 30, 2017</p>	<p>In Progress</p>
	<p>Because of the ethical climate in the department and actions evidenced by departmental leadership, the Dean should work with Human Resources to determine an appropriate alternative that removes the Chair from having reporting-line authority over this employee.</p>	<p>The new Associate Chair (once approved) or Administrative Coordinator in Dean’s Office will serve as proxy for the chair in the line-authority for this position, after discussion with the employee of their preference.</p> <p>Person Responsible: Dean Timetable for Completion: June 30, 2017</p>	<p>In Progress</p>

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	The Dean should ensure that departmental assistantship agreements do not directly contradict <i>Academic Policy Statement 890303</i> .	Management notes that the intent of the document was not to mandate excessive hours, but to develop a graduate student culture and work ethic that is different from undergraduate expectations. Nonetheless, the document as written did contravene University policy. The department has modified the reviewed document for graduate students that is compliant with university policy 890303. Existing face to face graduate students have signed a copy of the new policy. In addition, the Associate Dean for Graduate Studies in the College will work with the new graduate coordinator in the audited unit to review all graduate student work assignments and ensure communication with graduate students reflects appropriate Academic policy statements, standards and procedures.  Person Responsible: Dean Timetable for Completion: Implemented as of January 17, 2017	Implemented
<b>Overtime and Compensatory Time Reporting Review – Department of Counselor Education, March 2017</b>	No formal recommendations were made.	Not Applicable	Not Applicable
<b>Overtime and Compensatory Time Reporting Review – Mass Communication Department, March 2017</b>	No formal recommendations were made.	Not Applicable	Not Applicable
<b>Overtime and Compensatory Time Reporting Review – School of Nursing, March 2017</b>	No formal recommendations were made.	Not Applicable	Not Applicable

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STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017

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<b>SUL ROSS STATE UNIVERSITY</b>			
<p><b>Clery Act Compliance Audit, February 2015</b></p>	<p>A list of CSAs for each campus should be compiled and maintained. CSAs should be notified as to their status as CSAs. Additionally, CSAs should receive training on how and when to report crimes. Periodic confirmation from CSAs should be obtained to verify that there were no crimes to report for a specific date range.</p>	<p>A list of CSAs for the campuses has been established and they will complete and maintain a list of Campus Security Authorities (CSAs) for each campus. CSAs have been notified as to their status and training on how and when to report crimes.</p> <p>Quarterly confirmation from CSAs has been established to verify there were no crimes to report for a specific date ranges.</p> <p>A proposal for Clery was submitted to the SRSU Executive Cabinet on November 17, 2015 in order to establish</p> <ul style="list-style-type: none"> <li>• a Clery Compliance Committee,</li> <li>• a Clery Compliance Person, Clery Training,</li> <li>• Clery membership, and</li> <li>• training of Campus Security Authorities (CSA's).</li> </ul> <p>On 6/29/16; UDPS Director provided email with the training material and drafted policy for CSA training to Director of Administration of the President and the Associate Vice President for University Services &amp; Dean of Student Life for review. It is possible that a committee will be established in the near future.</p> <p>UDPS has placed the Clery information handout on the UDPS website with the assistance of the OIT department. The Clery video is now included as part of the training module on Blackboard.</p> <p>UDPS has notified Human Resources that new employees will also need to complete the training. In-person training has been scheduled for Upward Bounds staff and Physical Plant staff. The training will be an on-going process.</p>	<p>In Progress</p> <p>Implemented</p> <p>Management Does Not Plan to Implement the Recommendation (primarily due to budgetary constraints)</p> <p>Implemented</p> <p>Implemented</p> <p>In Progress</p>

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		<p>The UDPS Director and UDPS Lieutenant are maintaining hard copies of in-person training, training material and forms at the UDPS office.</p> <p>Person Responsible: Johnnie Holbrooks/Kent Dunegan Timetable for Completion: Ongoing</p>	
<p><b>Benefits Proportionality, August 2016</b></p>	<p>Since the Appropriation Control Officer has confirmed agreement with changes to the APS 011s for 2011, 2012, and 2013, continue working with the ACO to reimburse/recoup any amounts identified as a result of those corrections. Submit the adjusted APS 011 for 2014 to the Comptroller’s Office, and work with the ACO to remit reimbursements/recoup amounts where necessary.</p>	<p>The necessary reimbursements/recoupments still remaining for FY2011, 2012, and 2013 are currently waiting for the final adjustment strategy from the ACO and should be complete in the near future.</p> <p>Responsible Party: Santiago Castillo, Director of Accounting Services Timetable for Completion: September 20, 2016</p> <p><i>Auditor Note: Completion of this item for 2011, 2012, and 2013 is dependent upon a third party, the State Comptroller’s Office. Since the adjusted APS 011 for 2014 was submitted to the Comptroller and a reimbursement made, this item is considered “Implemented.”</i></p>	<p>Implemented</p>
<p><b>Cash Handling, August 2016</b></p>	<p>The various funds should be restored to their assigned values.</p> <ol style="list-style-type: none"> <li>1. Funds not needed, such as those not confirmed, should be eliminated.</li> <li>2. Custodian forms should be prepared/updated annually for all cash custodians.</li> <li>3. The cash handling procedure should be reviewed and reissued to all applicable parties.</li> <li>4. All funds should be counted and reconciled at least annually, with spot checks performed on a periodic basis.</li> </ol>	<p>The cash handling policy has been updated and posted on the web. Funds from various custodians have been eliminated. Custodian forms have been updated and are scheduled to be reviewed on a quarterly basis for any new custodians such as cashiers. Some spot checks have been completed and future checks are planned to take place periodically in the Alpine campus. In addition, the RGC Business Services Director is following policy and has scheduled to spot check cash custodians in her region.</p> <p>Responsible Party: Santiago Castillo, Director of Accounting Services Timetable for Completion: March 20, 2017</p>	<p>Implemented</p>
<p><b>Human Resources and Payroll , October 2016</b></p>	<p>HR employees should be trained on the correct handling and preparation of the I-9 form. Spot checks should be made by HR management to ensure that all forms are correctly prepared.</p> <p>The entire new hire file should be reviewed prior to entry into ImageNow to ensure all documents are present and properly prepared.</p>	<p>The I-9 Forms that were found in error have been corrected and re-imaged into the employee files. All I-9 forms for current employees will be audited for completeness and accuracy. Rio Grande Campus has completed a full audit of their I-9 forms for faculty and staff. The audit for the student I-9s at the Rio Grande Campus will be completed. The Employment Specialist will review all I-9 forms prior to imaging to the employees file for the Alpine Campus. The</p>	<p>Implemented</p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>Payroll Specialist will review the I-9 forms for completeness and accuracy when entering the data into the Banner form. The Business Services Director will review all of the I-9 forms for completeness and accuracy for the Rio Grande Campus. The Business Services Specialist will review the I-9 forms for completeness and accuracy when entering the data into the Banner forms for the Rio Grande Campus.</p> <p>Person Responsible: Alpine Campus Gail Collier, Human Resources Director, Rio Grande Campus Delia Ramirez, Business Services Director Timetable for Completion: January 31, 2017</p>	

TEXAS STATE UNIVERSITY	
<p><b>User Access Controls for Third Party Applications Audit, September 2016</b></p>	<p>Issues, recommendations and action plans for this audit are being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>There were three (3) issues with five (5) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> <li>➤ One (1) recommendation with six (6) action plans: <b>Implemented</b></li> <li>➤ One (1) recommendation: <b>Implemented</b></li> <li>➤ Three (3) recommendations: <b>In Progress</b></li> </ul>
<p><b>Physical Entry Access Controls Audit, December 2016</b></p>	<p>Issues, recommendations and action plans for this audit are being addressed. The details are not presented here due to exemptions allowed for information that relates to risk or vulnerability of persons or property, including critical infrastructure, to an act of terrorism or related criminal activity (Texas Government Code 418.177(2)).</p> <p>There were nineteen (19) issues with forty-six (46) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> <li>➤ Eleven (11) recommendations: <b>Implemented</b></li> <li>➤ Thirty-four (34) recommendations: <b>In Progress</b></li> <li>➤ One (1) recommendation: <b>Planned</b></li> </ul>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
<b>Controls Audit of Data Centers, January 2017</b>	<p>Issues, recommendations and action plans for this audit are being addressed. The details are not presented here due to exemptions allowed for information that relates to computer network security or to the design, operation, or defense of a computer network (Texas Government Code 552.139).</p> <p>There were seven (7) issues with eleven (11) audit recommendations resulting from this audit. The status for these items are as follows:</p> <ul style="list-style-type: none"> <li>➤ Four (4) recommendations: <b>Implemented</b></li> <li>➤ Seven (7) recommendations: <b>In Progress</b></li> </ul>		
<b>Student Health Center Billing and Collections Audit, March 2017</b>	<p>1 A. SHC management should ensure that the required “QuickPay” form with the cardholder’s signature is obtained to support the credit card information maintained by the SHC.</p>	<p>All prior credit card information that was not on a valid “Quick Pay” form has been destroyed. Cashier staff have been trained to no longer keep credit card information on file without a signed form. The Cashier procedure for keeping a credit card on file has been updated.</p> <p>Person Responsible: Amber Trojcek, SHC Cashier Supervisor Timetable for Completion: March 1, 2017</p>	<b>Implemented</b>
	<p>1B. SHC management should perform periodic reviews of the credit card information forms and properly destroy any forms that have expired based on the established “Valid to Dates” and/or the student’s enrollment status to ensure information is not retained beyond the time required for business purposes. Any exceptions to the retention policy (e.g., an outstanding bill or grace period) should be appropriately documented and approved by SHC management.</p>	<p>The SHC Cashier maintains a spreadsheet listing students with a Quick Pay form on file. At the beginning of each semester (after the 12th/4th class day), the sheet is reviewed for valid to dates and the student’s eligibility status is checked. For any out of date forms or students who are no longer eligible, the credit card information is shredded and the destruction is noted on the spreadsheet. The top part of the Quick Pay form (with patient information and signature, but no credit card information) is scanned into the patient’s billing record. If a charge was ever disputed months later after the patient was no longer eligible, the form would serve as proof of the authorized charges.</p> <p>Person Responsible: Amber Trojcek, SHC Cashier Supervisor Timetable for Completion: March 1, 2017</p>	<b>Implemented</b>

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

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**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
	<p>2. Management should document the complete price and cost assessment that is required to be conducted every three years. The assessment should be reviewed by an individual independent of the process to ensure compliance with the established pricing policy.</p>	<p>The SHC will implement procedures and update SHC PS 30.22 to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• Annually, the SHC Director will review and approve all the current prices and the pricing methodology for each section of the charge list (office visits and procedures, lab tests, x-rays, supplies, medications and immunizations).</li> <li>• The Manager, Medical Billing will review all the prices to ensure that they conform to the current pricing methods, including cost plus pricing for any items with direct costs. The Associate Director will review the work of the Manager, Medical Billing to ensure that all the calculations are correct and that the correct charges are in the Electronic Medical Record system (eCW).</li> <li>• Documentation of the review will be written in a memo. The SHC Director, Associate Director, and Manager, Medical Billing will sign and date the memo.</li> </ul> <p>Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017</p>	<p>Planned</p>
	<p>3. Management should perform and document the review of all direct cost items to ensure cost-plus pricing is being used as required by policy. The review should be reviewed by an individual independent of the process to ensure compliance with the established pricing policy.</p>	<p>The SHC will implement procedures and update SHC PS 30.22 to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• The Manager, Medical Billing will review all the prices to ensure that they conform to the current pricing methods, including cost plus pricing for any items with direct costs. The Associate Director will review the work of the Manager, Medical Billing to ensure that all the calculations are correct and that the correct charges are in the Electronic Medical Record system (eCW).</li> <li>• Documentation of the review will be written in a memo. The SHC Director, Associate Director, and Manager, Medical Billing will sign and date the memo.</li> <li>• As prices for items with direct costs change, the Manager, Medical Billing will propose a new price based on the pricing method in the current SHC policy. The Associate Director will review the price to ensure that the calculations are correct and were made according to policy. The price will then be</li> </ul>	<p>Planned</p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>entered in the spreadsheet and eCW after approval by the Associate Director.</p> <p>Person Responsible: Karen Gordon-Sosby, Associate Director</p> <p>Timetable for Completion: September 1, 2017</p>	
	<p>4A. Management should implement procedures to include the review and approval of calculations supporting the price changes in eCW by someone other than the preparer, and update SHC PS 30.22 accordingly. The policy should also require that the review and approval be documented and include the reviewer's signature/initials and the date performed.</p>	<p>The SHC will update SHC PS 30.22 to reflect the following changes:</p> <ul style="list-style-type: none"> <li>• A master spreadsheet, i.e. “charge list”, will be created each year with every CPT code and charge in use at the SHC. One spreadsheet will allow the information to be kept together and in a consistent format.</li> <li>• Annually, the SHC Director will review and approve all the current prices and the pricing methodology for each section of the charge list (office visits and procedures, lab tests, x-rays, supplies, medications and immunizations).</li> <li>• The Manager, Medical Billing will review all the prices to ensure that they conform to the current pricing methods, including cost plus pricing for any items with direct costs. The Associate Director will review the work of the Manager, Medical Billing to ensure that all the calculations are correct and that the correct charges are in the Electronic Medical Record system (eCW).</li> <li>• Documentation of the review will be written in a memo. The SHC Director, Associate Director, and Manager, Medical Billing will sign and date the memo.</li> <li>• As new products are added during the year, the Manager, Medical Billing will propose a price based on the pricing method in the current SHC policy. The Associate Director will review the price to ensure that the calculations are correct and were made according to policy. The price will then be entered in the spreadsheet and eCW after approval by the Associate Director.</li> <li>• As prices for items with direct costs change, the Manager, Medical Billing will propose a new price based on the pricing method in the current SHC</li> </ul>	<p>In Progress</p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

**TEXAS STATE UNIVERSITY SYSTEM – QUARTERLY STATUS REPORT – MAY 2017 BOARD MEETING  
STATUS OF IMPLEMENTATION OF AUDIT RECOMMENDATIONS FOR REPORTS ISSUED THROUGH MARCH 2017**

Audit Report	Recommendations	Management’s Most Current Response	Status (*)
		<p>policy. The Associate Director will review the price to ensure that the calculations are correct and were made according to policy. The price will then be entered in the spreadsheet and eCW after approval by the Associate Director.</p> <p>Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017</p>	
	<p>4B. Management should ensure the supporting documentation prepared for any price updates/changes is consistent in format, content, and terminology, and provides an adequate audit trail so that the person performing the review and approval can validate the pricing methodology conforms to established policy.</p>	<p>See action plan in Recommendation A above with the new system for an annual review of pricing methodology and new procedures to ensure accuracy and review.</p> <p>Person Responsible: Karen Gordon-Sosby, Associate Director Timetable for Completion: September 1, 2017</p>	<p>In Progress</p>
	<p>5. SHC management should ensure the monthly reconciliations are signed and dated by the preparer, and the monthly reconciliations are reviewed, signed, and dated by the account manager.</p>	<p>The Manager, Medical Billing and the SHC Director will sign the SAP reconciliation sheet each month after completion and review of the reconciliation and Cashier Statistics.</p> <p>Persons Responsible: Kristin Schankel, Manager, Medical Billing and Dr. Emilio Carranco, SHC Director Timetable for Completion: December 1, 2016</p>	<p>Implemented</p>

<p><b>SYSTEM ADMINISTRATION</b></p>
<p><b>No Recommendations Outstanding</b></p>

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

ITEMS PRESENTED IN RED ARE FROM AUDIT REPORTS ISSUED PRIOR TO MARCH 31, 2016

## APPENDIX – PLANNING AND CONSTRUCTION

# Capital Improvements Program Fiscal Years 2018-2023

Submitted for Board Approval

*May 18, 2017*

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# Capital Improvements Program

FY 2018-2023

## **ATTACHMENT 1**

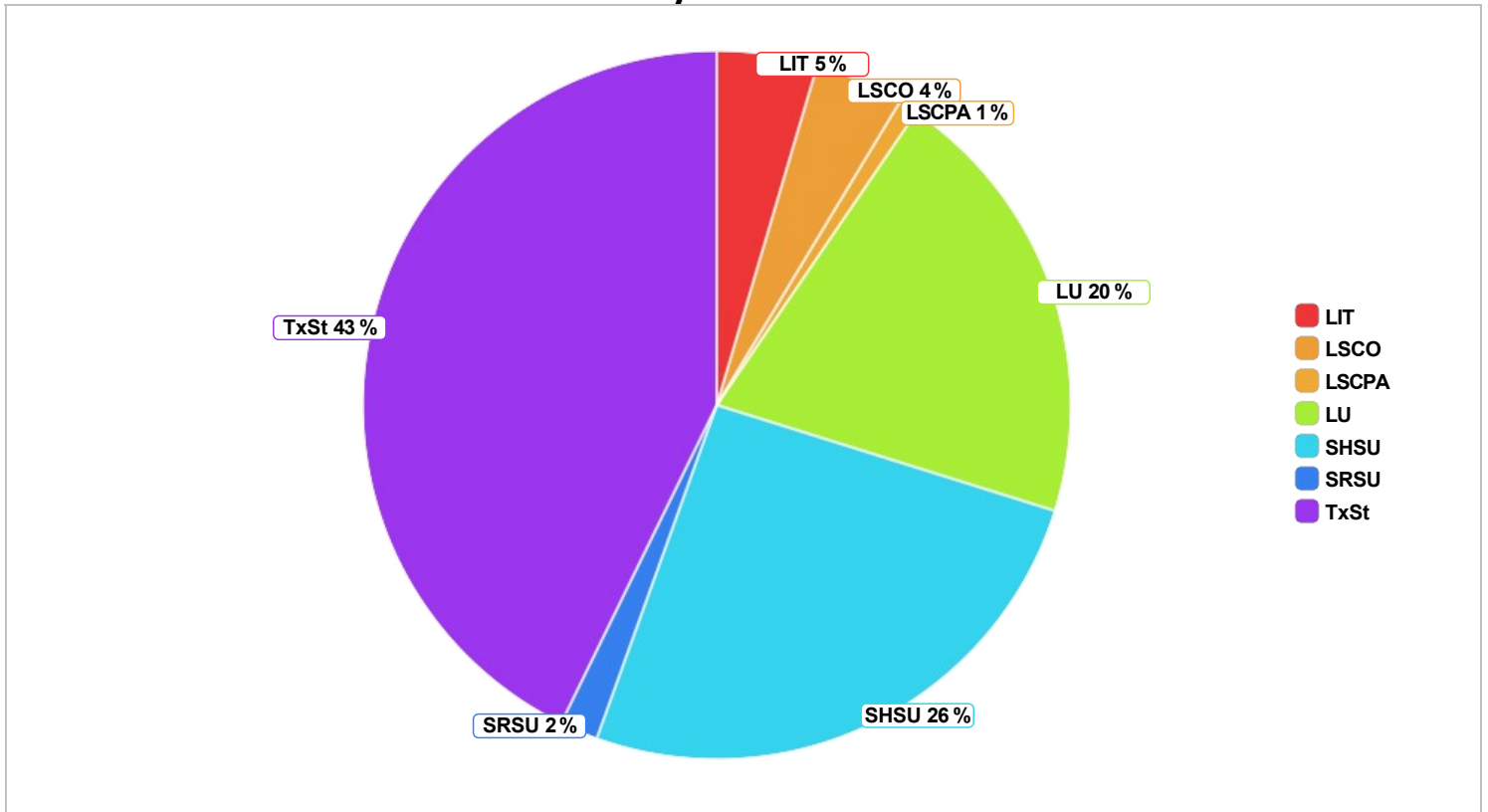
Grand Totals By Component

**TEXAS STATE UNIVERSITY SYSTEM  
Capital Improvements Program  
FY 2018-2023**

**GRAND TOTALS BY COMPONENT**

INSTITUTION	2018	2019	2020	2021	2022	2023	TOTAL BY INSTITUTION
Lamar Institute of Technology	\$0	\$0	\$42,778,500	\$0	\$0	\$0	\$42,778,500
Lamar State College-Orange	\$0	\$0	\$27,300,000	\$0	\$0	\$10,700,000	\$38,000,000
Lamar State College-Port Arthur	\$0	\$0	\$8,160,000	\$0	\$0	\$0	\$8,160,000
Lamar University	\$81,104,545	\$18,800,000	\$59,954,792	\$8,800,000	\$14,601,767	\$6,300,000	\$189,561,104
Sam Houston State University	\$44,200,000	\$75,000,000	\$76,000,000	\$22,600,000	\$11,000,000	\$11,000,000	\$239,800,000
Sul Ross State University	\$0	\$0	\$0	\$16,267,000	\$0	\$0	\$16,267,000
Texas State University	\$157,396,003	\$196,000,000	\$17,811,000	\$11,500,000	\$12,000,000	\$4,500,000	\$399,207,003
<b>TOTAL BY FISCAL YEAR</b>	<b>\$282,700,548</b>	<b>\$289,800,000</b>	<b>\$232,004,292</b>	<b>\$59,167,000</b>	<b>\$37,601,767</b>	<b>\$32,500,000</b>	
<b>CIP FY 2018-2023 TOTAL</b>							<b>\$933,773,607</b>

**Grand Totals by Institution 2018-2023**



# Capital Improvements Program

FY 2018-2023

## **ATTACHMENT 2**

### Sources of Funding by Component and Program Year

**TEXAS STATE UNIVERSITY SYSTEM  
Capital Improvements Program  
FY 2018-2023**

**SOURCES 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. TRBs are System bonds, and are considered as such by rating agencies.*

Component	2018	2019	2020	2021	2022	2023	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College-Orange	\$0	\$0	\$27,300,000	\$0	\$0	\$0	\$27,300,000
Lamar State College-Port Arthur	\$0	\$0	\$8,160,000	\$0	\$0	\$0	\$8,160,000
Lamar University	\$0	\$0	\$44,717,792	\$0	\$0	\$0	\$44,717,792
Sam Houston State University	\$0	\$0	\$65,000,000	\$0	\$0	\$0	\$65,000,000
Sul Ross State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Texas State University	\$0	\$125,000,000	\$0	\$0	\$0	\$0	\$125,000,000
<b>Total by FY:</b>	<b>\$0</b>	<b>\$125,000,000</b>	<b>\$145,177,792</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TRB GRAND TOTAL</b>							<b>\$270,177,792</b>

**HEF - Higher Education Fund**

*Higher Education 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	2018	2019	2020	2021	2022	2023	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$12,778,500	\$0	\$0	\$0	\$12,778,500
Lamar State College-Orange	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
Lamar State College-Port Arthur	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar University	\$21,950,160	\$17,000,000	\$13,437,000	\$7,000,000	\$4,500,000	\$4,500,000	\$68,387,160
Sam Houston State University	\$23,000,000	\$12,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$11,000,000	\$70,000,000
Sul Ross State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Texas State University	\$40,510,000	\$33,000,000	\$7,311,000	\$3,500,000	\$4,000,000	\$4,500,000	\$92,821,000
<b>Total by FY:</b>	<b>\$85,460,160</b>	<b>\$62,000,000</b>	<b>\$41,526,500</b>	<b>\$18,500,000</b>	<b>\$16,500,000</b>	<b>\$20,500,000</b>	
<b>HEF GRAND TOTAL</b>							<b>\$244,486,660</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	2018	2019	2020	2021	2022	2023	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lamar State College-Orange	\$0	\$0	\$0	\$0	\$0	\$10,200,000	\$10,200,000
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	\$1,800,000	\$10,800,000
Sam Houston State University	\$10,200,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$0	\$22,200,000
Sul Ross State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Texas State University	\$5,712,700	\$0	\$2,500,000	\$0	\$0	\$0	\$8,212,700
<b>Total by FY:</b>	<b>\$17,712,700</b>	<b>\$4,800,000</b>	<b>\$7,300,000</b>	<b>\$4,800,000</b>	<b>\$4,800,000</b>	<b>\$12,000,000</b>	
<b>AUXILIARY OR UNEXPENDED GRAND TOTAL</b>							<b>\$51,412,700</b>

**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	2018	2019	2020	2021	2022	2023	TOTAL BY COMPONENT
Lamar Institute of Technology	\$0	\$0	\$30,000,000	\$0	\$0	\$0	\$30,000,000
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	\$10,000,000	\$60,000,000	\$0	\$11,600,000	\$0	\$0	\$81,600,000
Sul Ross State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Texas State University	\$103,173,303	\$10,000,000	\$0	\$0	\$0	\$0	\$113,173,303
<b>Total by FY:</b>	<b>\$113,173,303</b>	<b>\$70,000,000</b>	<b>\$30,000,000</b>	<b>\$11,600,000</b>	<b>\$0</b>	<b>\$0</b>	
<b>SYSTEM BONDS GRAND TOTAL</b>							<b>\$224,773,303</b>

**TEXAS STATE UNIVERSITY SYSTEM**  
**Capital Improvements Program**  
**FY 2018-2023**

**SOURCES OF FUNDING**

**Gifts**

Component	2018	2019	2020	2021	2022	2023	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	\$57,354,385	\$0	\$0	\$0	\$8,301,767	\$0	\$65,656,152
Sam Houston State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sul Ross State University	\$0	\$0	\$0	\$16,267,000	\$0	\$0	\$16,267,000
Texas State University	\$0	\$10,000,000	\$0	\$0	\$0	\$0	\$10,000,000
<b>Total by FY:</b>	<b>\$57,354,385</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$16,267,000</b>	<b>\$8,301,767</b>	<b>\$0</b>	
<b>GIFTS GRAND TOTAL</b>							<b>\$91,923,152</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	2018	2019	2020	2021	2022	2023	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	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Sul Ross State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Texas State University	\$8,000,000	\$18,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$0	\$50,000,000
<b>Total by FY:</b>	<b>\$9,000,000</b>	<b>\$18,000,000</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	<b>\$0</b>	
<b>OTHER GRAND TOTAL</b>							<b>\$51,000,000</b>

# Capital Improvements Program

FY 2018-2023

## **ATTACHMENT 3**

CIP Projects by Component

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEF (\$)	Auxiliary or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
<b>Lamar Institute of Technology</b>									
Student Service Learning Center	2020	\$42,778,500	\$0	\$12,778,500	\$0	\$30,000,000	\$0	\$0	Carry Over Amended
<b>Lamar State College-Orange</b>									
Academic Building	2020	\$27,300,000	\$27,300,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
Student Center	2023	\$10,700,000	\$0	\$500,000	\$10,200,000	\$0	\$0	\$0	Carry Over Amended
<b>Lamar State College-Port Arthur</b>									
Allied Health Building Addition	2020	\$8,160,000	\$8,160,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
<b>Lamar University</b>									
Annual Student Residence Hall Refurbishing 2018-2	2018	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
Annual Student Residence Hall Refurbishing 2019	2019	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
Annual Student Residence Hall Refurbishing 2020	2020	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
Annual Student Residence Hall Refurbishing 2021	2021	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
Annual Student Residence Hall Refurbishing 2022	2022	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
Annual Student Residence Hall Refurbishing 2023	2023	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
Art Building Renovation	2022	\$8,301,767	\$0	\$0	\$0	\$0	\$8,301,767	\$0	Carry Over Amended
Basketball Practice Facility	2018	\$12,000,000	\$0	\$0	\$0	\$0	\$12,000,000	\$0	New Project
Campus Infrastructure Repairs 2018	2018	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
Campus Infrastructure Repairs 2019	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
Campus Infrastructure Repairs 2020	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

<b>Project Name</b>	<b>Program Year</b>	<b>Total Project Cost (\$)</b>	<b>Tuition Revenue Bonds (\$)</b>	<b>HEF (\$)</b>	<b>Auxiliary or Unexpended Funds (\$)</b>	<b>TSUS Bonds (\$)</b>	<b>Gifts (\$)</b>	<b>Other (\$)</b>	<b>CIP Status</b>
Campus Infrastructure Repairs 2021	2021	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
Campus Infrastructure Repairs 2022	2022	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
Campus Infrastructure Repairs 2023	2023	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
Cherry Engineering Renovation	2021	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
Classroom, Office and General Building Upgrades 2018	2018	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Classroom, Office and General Building Upgrades 2019	2019	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Classroom, Office and General Building Upgrades 2020	2020	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Classroom, Office and General Building Upgrades 2021	2021	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Classroom, Office and General Building Upgrades 2022	2022	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Classroom, Office and General Building Upgrades 2023	2023	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	New Project
Digital Learning Center	2020	\$44,717,792	\$44,717,792	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
Early Childhood Development Center Renovation	2018	\$3,256,442	\$0	\$3,256,442	\$0	\$0	\$0	\$0	New Project
Hayes Biology Building Renovation	2019	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Lamar University Welcome Center	2018	\$1,204,468	\$0	\$1,204,468	\$0	\$0	\$0	\$0	New Project
Lucas Engineering Renovation	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
Mary and John Gray Library Sprinkler System	2020	\$3,937,000	\$0	\$3,937,000	\$0	\$0	\$0	\$0	Carry Over Amended
New Facilities Management Complex Phase I	2018	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended



TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEF (\$)	Auxiliary or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
New Facilities Management Complex Phase II	2019	\$6,500,000	\$0	\$6,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
Performing & Fine Arts Center	2018	\$40,354,385	\$0	\$0	\$0	\$0	\$40,354,385	\$0	Carry Over Amended
Plummer Building Renovation	2018	\$4,500,000	\$0	\$4,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
South Campus Entrance	2018	\$3,100,000	\$0	\$3,100,000	\$0	\$0	\$0	\$0	New Project
Speech and Hearing Renovation	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
Thomas Maes Renovation	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
University Theater Renovation	2018	\$3,389,250	\$0	\$3,389,250	\$0	\$0	\$0	\$0	Carry Over Amended
Vincent Beck Stadium Renovation	2018	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$0	Carry Over Amended
Wimberly Building Renovation	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
<b>Sam Houston State University</b>									
2018 Campus Infrastructure Maintenance & Repair	2018	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
2018 Miscellaneous Campus Renovations	2018	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
2019 Campus Infrastructure Maintenance & Repair	2019	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
2019 Miscellaneous Campus Renovations	2019	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
2020 Campus Infrastructure Maintenance & Repair	2020	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
2020 Miscellaneous Campus Renovations	2020	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
2021 Campus Infrastructure Maintenance & Repair	2021	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
2021 Miscellaneous Campus Renovations	2021	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEF (\$)	Auxiliary or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
2022 Campus Infrastructure Maintenance & Repair	2022	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
2022 Miscellaneous Campus Renovations	2022	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
2023 Campus Infrastructure Maintenance & Repair	2023	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	New Project
2023 Miscellaneous Campus Renovations	2023	\$3,000,000	\$0	\$3,000,000	\$0	\$0	\$0	\$0	New Project
Allied Health Sciences Building	2020	\$65,000,000	\$65,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
Athletic Annex Renovation	2018	\$2,200,000	\$0	\$0	\$2,200,000	\$0	\$0	\$0	New Project
Garrett TEC Renovation	2019	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	New Project
Lowman Student Center Phase 2 Renovation	2018	\$16,000,000	\$0	\$0	\$5,000,000	\$10,000,000	\$0	\$1,000,000	New Project
Medical Science Building	2019	\$50,000,000	\$0	\$0	\$0	\$50,000,000	\$0	\$0	Carry Over
Newton Gresham Library Renovation	2018	\$15,000,000	\$0	\$15,000,000	\$0	\$0	\$0	\$0	New Project
Parking Structure (Ave I)	2021	\$11,600,000	\$0	\$0	\$0	\$11,600,000	\$0	\$0	Carry Over Amended
Parking Structure II Bowers	2019	\$10,000,000	\$0	\$0	\$0	\$10,000,000	\$0	\$0	Carry Over Amended
<b>Sul Ross State University</b>									
Borderlands Research Institute	2021	\$16,267,000	\$0	\$0	\$0	\$0	\$16,267,000	\$0	Carry Over Amended
<b>Texas State University</b>									
Alkek Library 7th Floor Wittliff Collections Expansion	2019	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$10,000,000	Carry Over Amended
Alkek Library Improvements	2018	\$9,400,000	\$0	\$9,400,000	\$0	\$0	\$0	\$0	Carry Over Amended
Alkek Library Learning Commons	2018	\$12,612,894	\$0	\$0	\$0	\$12,612,894	\$0	\$0	New Project

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEF (\$)	Auxiliary or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
Deferred Maintenance 2018	2018	\$2,250,000	\$0	\$2,250,000	\$0	\$0	\$0	\$0	Carry Over Amended
Deferred Maintenance 2019	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
Deferred Maintenance 2020	2020	\$3,000,000	\$0	\$3,000,000	\$0	\$0	\$0	\$0	Carry Over
Deferred Maintenance 2021	2021	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	Carry Over
Deferred Maintenance 2022	2022	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	New Project
DHRL: Hilltop Complex	2018	\$79,040,409	\$0	\$0	\$0	\$79,040,409	\$0	\$0	Carry Over Amended
East West Mall Connection	2018	\$1,212,700	\$0	\$0	\$1,212,700	\$0	\$0	\$0	Carry Over
Elliott Hall Repurposing	2018	\$7,380,000	\$0	\$7,380,000	\$0	\$0	\$0	\$0	New Project
Health Professions Space Reconfigurations	2018	\$5,400,000	\$0	\$5,400,000	\$0	\$0	\$0	\$0	Carry Over
Hilltop Academic/Research	2019	\$120,000,000	\$80,000,000	\$20,000,000	\$0	\$10,000,000	\$10,000,000	\$0	New Project
Hines Structural Improvements	2018	\$6,000,000	\$0	\$6,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
Infrastructure Research Laboratory	2018	\$12,000,000	\$0	\$480,000	\$0	\$11,520,000	\$0	\$0	Carry Over Amended
Jowers Renovation	2019	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	New Project
Old Main Foundation Stabilization	2020	\$2,500,000	\$0	\$0	\$2,500,000	\$0	\$0	\$0	Carry Over Amended
RF Mitte Space Reconfigurations	2018	\$9,600,000	\$0	\$9,600,000	\$0	\$0	\$0	\$0	Carry Over Amended
RR Health Professions No. 2	2019	\$45,000,000	\$45,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
Special Projects 2018	2018	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

**PROJECTS BY COMPONENT**

<b>Project Name</b>	<b>Program Year</b>	<b>Total Project Cost (\$)</b>	<b>Tuition Revenue Bonds (\$)</b>	<b>HEF (\$)</b>	<b>Auxiliary or Unexpended Funds (\$)</b>	<b>TSUS Bonds (\$)</b>	<b>Gifts (\$)</b>	<b>Other (\$)</b>	<b>CIP Status</b>
Special Projects 2019	2019	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
Special Projects 2020	2020	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
Special Projects 2021	2021	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
Special Projects 2022	2022	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	New Project
Spring Lake Dam Repairs	2018	\$4,500,000	\$0	\$0	\$4,500,000	\$0	\$0	\$0	Carry Over Amended
Theatre Renovation	2020	\$4,311,000	\$0	\$4,311,000	\$0	\$0	\$0	\$0	Carry Over Amended
University Police Department Bldg	2019	\$7,000,000	\$0	\$7,000,000	\$0	\$0	\$0	\$0	New Project
Vivarium	2023	\$4,500,000	\$0	\$4,500,000	\$0	\$0	\$0	\$0	Carry Over Amended

# Capital Improvements Program

FY 2018-2023

## **ATTACHMENT 4**

CIP Projects by Program Year

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

## PROJECTS BY YEAR

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEAF (\$)	Auxillaru or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
LU - Annual Student Residence Hall Refurbishing 2018-2	2018	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
LU - Basketball Practice Facility	2018	\$12,000,000	\$0	\$0	\$0	\$0	\$12,000,000	\$0	New Project
LU - Campus Infrastructure Repairs 2018	2018	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
LU - Classroom, Office and General Building Upgrades 2018	2018	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Early Childhood Development Center Renovation	2018	\$3,256,442	\$0	\$3,256,442	\$0	\$0	\$0	\$0	New Project
LU - Lamar University Welcome Center	2018	\$1,204,468	\$0	\$1,204,468	\$0	\$0	\$0	\$0	New Project
LU - New Facilities Management Complex Phase I	2018	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Performing & Fine Arts Center	2018	\$40,354,385	\$0	\$0	\$0	\$0	\$40,354,385	\$0	Carry Over Amended
LU - Plummer Building Renovation	2018	\$4,500,000	\$0	\$4,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - South Campus Entrance	2018	\$3,100,000	\$0	\$3,100,000	\$0	\$0	\$0	\$0	New Project
LU - University Theater Renovation	2018	\$3,389,250	\$0	\$3,389,250	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Vincent Beck Stadium Renovation	2018	\$5,000,000	\$0	\$0	\$0	\$0	\$5,000,000	\$0	Carry Over Amended
SHSU - 2018 Campus Infrastructure Maintenance & Repair	2018	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2018 Miscellaneous Campus Renovations	2018	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
SHSU - Athletic Annex Renovation	2018	\$2,200,000	\$0	\$0	\$2,200,000	\$0	\$0	\$0	New Project
SHSU - Lowman Student Center Phase 2 Renovation	2018	\$16,000,000	\$0	\$0	\$5,000,000	\$10,000,000	\$0	\$1,000,000	New Project
SHSU - Newton Gresham Library Renovation	2018	\$15,000,000	\$0	\$15,000,000	\$0	\$0	\$0	\$0	New Project
TxSt - Alkek Library Improvements	2018	\$9,400,000	\$0	\$9,400,000	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Alkek Library Learning Commons	2018	\$12,612,894	\$0	\$0	\$0	\$12,612,894	\$0	\$0	New Project
TxSt - Deferred Maintenance 2018	2018	\$2,250,000	\$0	\$2,250,000	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - DHRL: Hilltop Complex	2018	\$79,040,409	\$0	\$0	\$0	\$79,040,409	\$0	\$0	Carry Over Amended
TxSt - East West Mall Connection	2018	\$1,212,700	\$0	\$0	\$1,212,700	\$0	\$0	\$0	Carry Over
TxSt - Elliott Hall Repurposing	2018	\$7,380,000	\$0	\$7,380,000	\$0	\$0	\$0	\$0	New Project
TxSt - Health Professions Space Reconfigurations	2018	\$5,400,000	\$0	\$5,400,000	\$0	\$0	\$0	\$0	Carry Over
TxSt - Hines Structural Improvements	2018	\$6,000,000	\$0	\$6,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Infrastructure Research Laboratory	2018	\$12,000,000	\$0	\$480,000	\$0	\$11,520,000	\$0	\$0	Carry Over Amended
TxSt - RF Mitte Space Reconfigurations	2018	\$9,600,000	\$0	\$9,600,000	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Special Projects 2018	2018	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
TxSt - Spring Lake Dam Repairs	2018	\$4,500,000	\$0	\$0	\$4,500,000	\$0	\$0	\$0	Carry Over Amended
LU - Annual Student Residence Hall Refurbishing 2019	2019	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

## PROJECTS BY YEAR

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEAF (\$)	Auxillaru or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
LU - Campus Infrastructure Repairs 2019	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
LU - Classroom, Office and General Building Upgrades 2019	2019	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Hayes Biology Building Renovation	2019	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Lucas Engineering Renovation	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
LU - New Facilities Management Complex Phase II	2019	\$6,500,000	\$0	\$6,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Wimberly Building Renovation	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2019 Campus Infrastructure Maintenance & Repair	2019	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2019 Miscellaneous Campus Renovations	2019	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
SHSU - Garrett TEC Renovation	2019	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	New Project
SHSU - Medical Science Building	2019	\$50,000,000	\$0	\$0	\$0	\$50,000,000	\$0	\$0	Carry Over
SHSU - Parking Structure II Bowers	2019	\$10,000,000	\$0	\$0	\$0	\$10,000,000	\$0	\$0	Carry Over Amended
TxSt - Alkek Library 7th Floor Wittliff Collections Expansion	2019	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$10,000,000	Carry Over Amended
TxSt - Deferred Maintenance 2019	2019	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
TxSt - Hilltop Academic/Research	2019	\$120,000,000	\$80,000,000	\$20,000,000	\$0	\$10,000,000	\$10,000,000	\$0	New Project
TxSt - Jowers Renovation	2019	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	New Project
TxSt - RR Health Professions No. 2	2019	\$45,000,000	\$45,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Special Projects 2019	2019	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
TxSt - University Police Department Bldg	2019	\$7,000,000	\$0	\$7,000,000	\$0	\$0	\$0	\$0	New Project
LIT - Student Service Learning Center	2020	\$42,778,500	\$0	\$12,778,500	\$0	\$30,000,000	\$0	\$0	Carry Over Amended
LSCO - Academic Building	2020	\$27,300,000	\$27,300,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LSCPA - Allied Health Building Addition	2020	\$8,160,000	\$8,160,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Annual Student Residence Hall Refurbishing 2020	2020	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
LU - Campus Infrastructure Repairs 2020	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
LU - Classroom, Office and General Building Upgrades 2020	2020	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Digital Learning Center	2020	\$44,717,792	\$44,717,792	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Mary and John Gray Library Sprinkler System	2020	\$3,937,000	\$0	\$3,937,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Speech and Hearing Renovation	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Thomas Maes Renovation	2020	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
SHSU - 2020 Campus Infrastructure Maintenance & Repair	2020	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2020 Miscellaneous Campus Renovations	2020	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over

TEXAS STATE UNIVERSITY SYSTEM  
**Capital Improvements Program**  
 FY 2018-2023

## PROJECTS BY YEAR

Project Name	Program Year	Total Project Cost (\$)	Tuition Revenue Bonds (\$)	HEAF (\$)	Auxillaru or Unexpended Funds (\$)	TSUS Bonds (\$)	Gifts (\$)	Other (\$)	CIP Status
SHSU - Allied Health Sceinces Building	2020	\$65,000,000	\$65,000,000	\$0	\$0	\$0	\$0	\$0	Carry Over Amended
TxSt - Deferred Maintenance 2020	2020	\$3,000,000	\$0	\$3,000,000	\$0	\$0	\$0	\$0	Carry Over
TxSt - Old Main Foundation Stabilization	2020	\$2,500,000	\$0	\$0	\$2,500,000	\$0	\$0	\$0	Carry Over Amended
TxSt - Special Projects 2020	2020	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
TxSt - Theatre Renovation	2020	\$4,311,000	\$0	\$4,311,000	\$0	\$0	\$0	\$0	Carry Over Amended
LU - Annual Student Residence Hall Refurbishing 2021	2021	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
LU - Campus Infrastructure Repairs 2021	2021	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
LU - Cherry Engineering Renovation	2021	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
LU - Classroom, Office and General Building Upgrades 2021	2021	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - 2021 Campus Infrastructure Maintenance & Repair	2021	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2021 Miscellaneous Campus Renovations	2021	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
SHSU - Parking Structure (Ave I)	2021	\$11,600,000	\$0	\$0	\$0	\$11,600,000	\$0	\$0	Carry Over Amended
SRSU - Borderlands Research Institute	2021	\$16,267,000	\$0	\$0	\$0	\$0	\$16,267,000	\$0	Carry Over Amended
TxSt - Deferred Maintenance 2021	2021	\$3,500,000	\$0	\$3,500,000	\$0	\$0	\$0	\$0	Carry Over
TxSt - Special Projects 2021	2021	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	Carry Over
LU - Annual Student Residence Hall Refurbishing 2022	2022	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	Carry Over Amended
LU - Art Building Renovation	2022	\$8,301,767	\$0	\$0	\$0	\$0	\$8,301,767	\$0	Carry Over Amended
LU - Campus Infrastructure Repairs 2022	2022	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	Carry Over
LU - Classroom, Office and General Building Upgrades 2022	2022	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	Carry Over Amended
SHSU - 2022 Campus Infrastructure Maintenance & Repair	2022	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	Carry Over
SHSU - 2022 Miscellaneous Campus Renovations	2022	\$3,000,000	\$0	\$0	\$3,000,000	\$0	\$0	\$0	Carry Over
TxSt - Deferred Maintenance 2022	2022	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0	New Project
TxSt - Special Projects 2022	2022	\$8,000,000	\$0	\$0	\$0	\$0	\$0	\$8,000,000	New Project
LSCO - Student Center	2023	\$10,700,000	\$0	\$500,000	\$10,200,000	\$0	\$0	\$0	Carry Over Amended
LU - Annual Student Residence Hall Refurbishing 2023	2023	\$1,800,000	\$0	\$0	\$1,800,000	\$0	\$0	\$0	New Project
LU - Campus Infrastructure Repairs 2023	2023	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0	\$0	New Project
LU - Classroom, Office and General Building Upgrades 2023	2023	\$2,000,000	\$0	\$2,000,000	\$0	\$0	\$0	\$0	New Project
SHSU - 2023 Campus Infrastructure Maintenance & Repair	2023	\$8,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$0	New Project
SHSU - 2023 Miscellaneous Campus Renovations	2023	\$3,000,000	\$0	\$3,000,000	\$0	\$0	\$0	\$0	New Project
TxSt - Vivarium	2023	\$4,500,000	\$0	\$4,500,000	\$0	\$0	\$0	\$0	Carry Over Amended



# Capital Improvements Program

FY 2018-2023

## **ATTACHMENT 5**

New CIP Projects

**TEXAS STATE UNIVERSITY SYSTEM  
Capital Improvements Program  
FY 2018-2023**

**NEW CIP PROJECTS**

Project Name	Program Year	Total Project Cost (\$)
LU - Annual Student Residence Hall Refurbishing 2018-2	2018	\$1,800,000
LU - Annual Student Residence Hall Refurbishing 2023	2023	\$1,800,000
LU - Basketball Practice Facility	2018	\$12,000,000
LU - Campus Infrastructure Repairs 2023	2023	\$2,500,000
LU - Cherry Engineering Renovation	2021	\$2,500,000
LU - Classroom, Office and General Building Upgrades 2023	2023	\$2,000,000
LU - Early Childhood Development Center Renovation	2018	\$3,256,442
LU - Lamar University Welcome Center	2018	\$1,204,468
LU - Lucas Engineering Renovation	2019	\$2,500,000
LU - South Campus Entrance	2018	\$3,100,000
LU - Thomas Maes Renovation	2020	\$2,500,000
SHSU - 2023 Campus Infrastructure Maintenance & Repair	2023	\$8,000,000
SHSU - 2023 Miscellaneous Campus Renovations	2023	\$3,000,000
SHSU - Athletic Annex Renovation	2018	\$2,200,000
SHSU - Garrett TEC Renovation	2019	\$4,000,000
SHSU - Lowman Student Center Phase 2 Renovation	2018	\$16,000,000
SHSU - Newton Gresham Library Renovation	2018	\$15,000,000
TxSt - Alkek Library Learning Commons	2018	\$12,612,894
TxSt - Deferred Maintenance 2022	2022	\$4,000,000
TxSt - Elliott Hall Repurposing	2018	\$7,380,000
TxSt - Hilltop Academic/Research	2019	\$120,000,000
TxSt - Jowers Renovation	2019	\$3,500,000
TxSt - Special Projects 2022	2022	\$8,000,000
TxSt - University Police Department Bldg	2019	\$7,000,000

Capital Improvements Program FY  
2018-2023

**ATTACHMENT 6**

Project Information Forms for New  
CIP Projects Over \$4 Million

### CIP Project Information Form

Project Name: Basketball Practice Facility

Component: LU

Program Year: 2018

New or Amended: New

On Campus Master Plan? No

Project Type: Athletic

Gross square footage: 20,000

Site/Location north of the Montagne Center in a portion of lot A-5

Project Needs: Currently Lamar University has no basketball practice facility. Both the men's and women's teams must practice in the playing facility (The Montagne Center). The Montagne Center is a 10,000 seat facility which has value as an event center for a multitude of event types including: University events of various kinds; for commercial rental as an entertainment venue; as host for secondary school events including graduations, educational events, and tournaments; and to meet community needs. Lamar University's Montagne Center hosts graduations, a grand ball, scholarship dinners, performance events and other events seat large crowds or to feed as many as 600 individuals. Recently a flooding event in Orange, Texas required the Montagne Center to be transformed into a relief shelter for that community. The multiplicity of uses for the Montagne Center makes it less than ideal as a basketball practice facility. All other facilities on campus sufficient for practice are constantly utilized for student and academic activities. A new practice facility will provide separate practice areas for men and women to practice simultaneously. Such a facility will greatly enhance and elevate both basketball programs and will release the Montagne Center for other uses to serve larger venues.

Preliminary Project Cost: \$12,000,000

Source(s) of Funding: gifts

Comments:

**CIP Project Information Form**

Project Name: 2023 Campus Infrastructure Maintenance & Repair  
Component: SHSU  
Program Year: 2023  
New or Amended: New  
On Campus Master Plan? Yes  
Project Type: Physical Plant  
Gross square footage:  
Site/Location SHSU Campus Wide  
Project Needs: Maintain functional operations of campus buildings and infrastructure  
Preliminary Project Cost: \$8,000,000  
Source(s) of Funding: HEF  
Comments:

**CIP Project Information Form**

Project Name: Garrett TEC Renovation

Component: SHSU

Program Year: 2019

New or Amended: New

On Campus Master Plan? Yes

Project Type: Classroom, General, Office, General

Gross square footage:

Site/Location Main Campus

Project Needs: In an effort to repurpose classroom and ineffective space, level 3 of the Garrett Teachers Education Center underwent a feasibility study to better optimize the Department of Education Space utilization. As the pedagogy of educating students has drastically changed since this 1976 facility was built, specialized classrooms and common office enhancements are required.

Preliminary Project Cost: \$4,000,000

Source(s) of Funding: HEF

Comments:

**CIP Project Information Form**

Project Name: Newton Gresham Library Renovation

Component: SHSU

Program Year: 2018

New or Amended: New

On Campus Master Plan? Yes

Project Type: Library/Study Facilities

Gross square footage: 150,000

Site/Location Existing Newton Gresham Library

Project Needs: Current student-centric program spaces are currently located throughout the campus. It is the institution's goal to consolidate all the student service programs into a centralized location to improve visibility, quality of service, and usage. Newton Grisham Library supports the education, teaching and research of students, faculty, and other researchers by providing various resources and services. The building potentially could be utilized differently as the teaching and learning didactics are evolving into collaborative learning environments and technology driven methods. Infrastructure and architectural elements would need to be upgraded to meet these evolving demands. Exterior improvements would be included in the project.

Preliminary Project Cost: \$15,000,000

Source(s) of Funding: HEF

Comments:

### CIP Project Information Form

Project Name: Alkek Library Learning Commons

Component: TxSt

Program Year: 2018

New or Amended: New

On Campus Master Plan? Yes

Project Type: Library/Study Facilities

Gross square footage: 40,488

Site/Location 701 N. Guadalupe, San Marcos, TX 78666

Project Needs: The library is increasingly a place where people meet to collaborate, hone presentations, and learn in groups. The construction of a repository facility near the Texas State campus, to provide storage space for a significant portion of the library's general collection, will provide the opportunity to re-purpose existing library space to accommodate learning & research activities. Options were considered as part of the feasibility study and the proposed project reflects the best approach to satisfy the need.

Preliminary Project Cost: \$12,612,894

Source(s) of Funding: TSUS Bonds

Comments:



**CIP Project Information Form**

Project Name: Deferred Maintenance2022  
Component: TxSt  
Program Year: 2022  
New or Amended: New  
On Campus Master Plan? No  
Project Type: Other  
Gross square footage: 10,000  
Site/Location Various  
Project Needs: Replace old maintenance intensive components of the existing physical plant.  
Preliminary Project Cost: \$4,000,000  
Source(s) of Funding: HEF  
Comments:

**CIP Project Information Form**

Project Name: Elliott Hall Repurposing

Component: TxSt

Program Year: 2018

New or Amended: New

On Campus Master Plan? No

Project Type: Classroom, General, Laboratory, General, Office, General

Gross square footage: 26,814

Site/Location 201 Talbot, San Marcos, Tx

Project Needs: Elliott Hall is currently used as a residence hall; however, it is in need of renovation but is also located in the core of the campus where academic classroom, lab and faculty offices are needed. We propose to repurpose this facility into classrooms, labs, and office for multiple academic departments in need of space. Currently there are no other options.

Preliminary Project Cost: \$7,380,000

Source(s) of Funding: HEF

Comments:

**CIP Project Information Form**

Project Name: DHRL: Hilltop Complex

Component: TxSt

Program Year: 2018

New or Amended: Amended

On Campus Master Plan? Yes

Project Type: Housing, Dormitory

Gross square footage: 230,000

Site/Location Central Campus

Project Needs: Texas State is a residential campus historically requiring freshman students to live on campus. The University is committed to providing a range of prices for residence halls to meet the varying economic needs of the students. The on-campus living policy was evaluated, and has already been adjusted downward, due to over-crowding; the new complex will assist us in continuing to meet our demand to replace beds scheduled for demolition.

Preliminary Project Cost: \$79,040,409

Source(s) of Funding: TSUS Bonds

Comments:

**CIP Project Information Form**

Project Name: Special Projects 2022

Component: TxSt

Program Year: 2022

New or Amended: New

On Campus Master Plan? No

Project Type: Other

Gross square footage: 10,000

Site/Location Texas State University

Project Needs: Many departments are experiencing faculty/staff growth and the demand for additional faculty office space and research lab space is increasing accordingly. Each request is individually reviewed by the Campus Planning Facilities Committee, the Provost and sometimes the President's Cabinet before approving. Any project involving an estimated cost requiring Chancellor or Board approval is submitted appropriately.

Preliminary Project Cost: \$8,000,000

Source(s) of Funding: Mix of HEF, Auxiliary and Unexpended Plant Funds. HEF funding will not be expended on auxiliary facilities.

Comments:

**CIP Project Information Form**

Project Name: University Police Department Building

Component: TxSt

Program Year: 2019

New or Amended: New

On Campus Master Plan? No

Project Type: Other

Gross square footage: 9,904

Site/Location 601 University Drive, San Marcos, Tx

Project Needs: University Police Department is currently located in the Nueces Building, a building located in the core of campus that would be more suitable as academic space. As a result of the university's growth more safety personnel are needed, as well as space more conducive to their purpose. A building currently occupied by the University Print Shop is being considered for renovation and repurposing. The Testing Center is located in the basement of a dining facility and tests are being interrupted when smoke alarms go off. The Testing Center would be relocated to the first floor of Nueces once University Police Department relocates to the new building. There are no other available options. Putting more and more people into the already compromised space is no longer conducive to its intended purpose.

Preliminary Project Cost: \$7,000,000

Source(s) of Funding: HEF

Comments:

## POLICIES AND PROCEDURES MANUAL FOR PLANNING AND CONSTRUCTION

LAMAR UNIVERSITY  
 LAMAR INSTITUTE OF TECHNOLOGY  
 LAMAR STATE COLLEGE - ORANGE  
 LAMAR STATE COLLEGE - PORT ARTHUR  
 SAM HOUSTON STATE UNIVERSITY  
 SUL ROSS STATE UNIVERSITY  
 SUL ROSS STATE UNIVERSITY RIO GRANDE COLLEGE  
 TEXAS STATE UNIVERSITY

<u>Latest Revision</u>	<u>Approved</u>
<u>March 30, 2017</u>	<u>PENDING – May 18, 2017</u>
<u>October 13, 2014</u>	<u>November 6, 2014</u>

*Marked to show revisions through March 30, 2017.*

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~~**Issued: May 24, 2011**~~

~~**Latest Revision: October 13, 2014**~~

~~**Approved: November 6, 2014**~~

## EXECUTIVE OVERVIEW

“So... YOU WANT TO BUILD A CAPITAL PROJECT? WHAT DO YOU NEED TO DO?”

The Office of Contract Administration oversees the approval of capital improvement projects, and the procurement and administration of design and construction services on behalf of The Texas State University System for major capital projects pursuant to Chapter III, Section 1.6 of the Board of Regents Rules and Regulations for the eight Component Institutions (Components) that comprise The Texas State University System (System).

The Vice Chancellor for Contract Administration (VCCA) is the point person between the Components and the Chancellor and the Board of Regents (Board), and insures that projects are appropriately planned, programmed, designed and budgeted for approval by the Components. In so doing, the Office of Contract Administration strives to add value to the project delivery process by bringing System and external expertise to bear to help insure that projects are efficiently executed and that the underlying contracts are procured, negotiated and administered in an efficient and cost-effective manner while protecting the interests of the Board, Components and System.

The office has been delegated various levels of authority and many responsibilities, including changes to design and construction contracts and publication of the ***Policies and Procedures Manual for Planning and Construction*** (manual). Furthermore, the office strives to advance the image and reputation of the System’s facilities planning and construction teams by interacting with our peers and with the construction industry in a professional and knowledgeable manner, and by participating in activities that allow for the interchange of information and best practices.

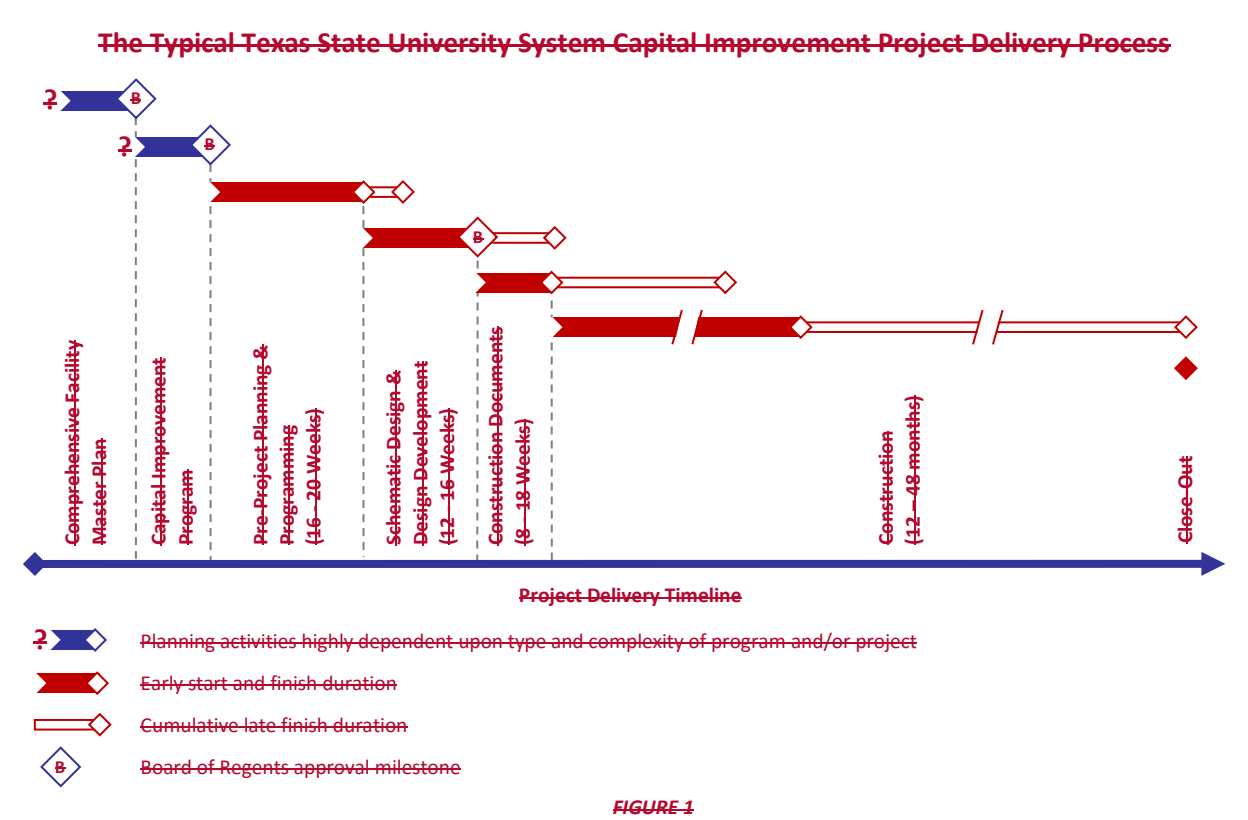
This manual communicates laws, rules, regulations, policies and procedures to the Components on how to engage with System for the effective approval, contract administration and reporting of capital projects. The manual is organized as follows:

<b>SECTION 1: CAPITAL PROJECT DELIVERY PROCESS OVERVIEW .....</b>	<b>33</b>
<b>SECTION 2: PROJECT AUTHORITY .....</b>	<b>65</b>
<b>SECTION 3: PROJECT APPROVALS.....</b>	<b>109</b>
<b>SECTION 4: PRE-PROJECT PLANNING &amp; PROGRAMMING .....</b>	<b>1715</b>
<b>SECTION 5: DESIGN &amp; CONSTRUCTION SERVICES PROCUREMENT .....</b>	<b>1816</b>
<b>SECTION 6: PROJECT REPORTING &amp; DESIGN OVERSIGHT REVIEWS .....</b>	<b>2321</b>
<b>SECTION 7: CONTRACT ADMINISTRATION (PAYMENTS, CHANGES &amp; GMPs) .....</b>	<b>2422</b>
<b>SECTION 8: CLOSE-OUT .....</b>	<b>2725</b>
<b>SECTION 9: P3 PROJECT PROCESS.....</b>	<b>2629</b>

In general, the project delivery process is linear regardless of the delivery or contracting method used, and requires the project to pass through several pre-determined approval milestones (or “gates”) as established by the Board, the Chancellor and the VCCA before moving on to the next phase. Understanding, planning and executing the required approvals as described in this manual, and in the proper sequence is critical to project success. The typical project delivery process for capital improvement

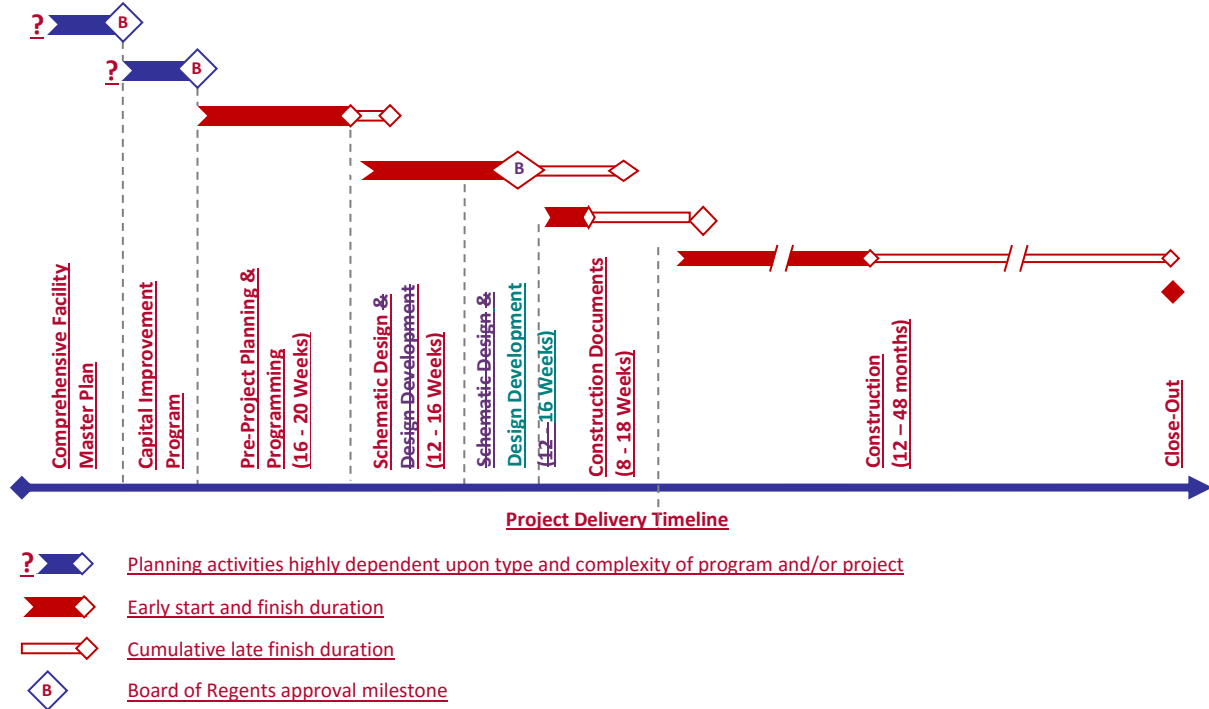
projects is shown in *Figure 1* below. The time durations will vary in accordance with project requirements and may be greater or less than the ranges set forth in *Figure 1*.

This manual is written as concisely as possible and is crafted to maximize communication among the Component, System, the Chancellor and the Board in order to minimize “surprises”; therefore, the responsibilities and procedures contained herein are considered System policy. This manual does not describe how to plan, design, construct or operate a facility.





## The Typical Texas State University System Capital Improvement Project Delivery Process



**FIGURE 1**

When revisions are issued, the Component is responsible for reading, understanding, updating, and implementing the procedures described herein. Any requests to deviate from the described procedures herein must be submitted to the Vice Chancellor for Contract Administration for approval.

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 Vice Chancellor for Contract Administration  
 Texas State University System  
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As a supplement to this manual, the Office of Contract Administration has developed and will continue to develop an eManual to store electronically additional guidelines, forms, letters, documents, checklists, contracts, worksheets, and standard process maps. The eManual will be made available to all Component staff. All forms, checklists, contracts and similar items will be made available on e-Builder.

### **SECTION 1: CAPITAL PROJECT DELIVERY PROCESS OVERVIEW**

1.1 System capital projects are approved and controlled by the VCCA through the following six actions, and as described below:

1. Comprehensive Facility Master Plan
2. Capital Improvement Program

3. Pre-Project Planning and Programming
4. Design and Construction Services Procurement
5. Design Development Approval
6. Contract Administration

### **Comprehensive Facility Master Plan**

- 1.2 Each Component is responsible for developing a ten year *Comprehensive Facility Master Plan* (Master Plan), a *Capital Improvements Program*, and a set of projects, and for obtaining the necessary funding and approvals from appropriate department heads, provosts, campus planning and space councils, and business affairs officers.
- 1.3 The master planning process is critical to the future of every Component and results in guidance to executives for the prioritization and selection of capital projects that may be considered for recommendation to the Board for approval.
  - 1.3.1 Once the Component's Master Plan is approved, comprehensive strategic or campus wide programming can begin.
- 1.4 Refer to *Section 3.3: Comprehensive Facility Master Plan* below, *The Texas State University System Rules and Regulations*, Chapter I, Paragraph 6.7 and the eManual for additional information regarding the master planning process.

### **Capital Improvement Program**

- 1.5 Each Component is responsible for developing, maintaining and submitting to the Board, through the VCCA, an up-to-date six-year *Capital Improvements Program* (CIP) that encompasses the capital projects that are needed to preserve, enhance and add to the facilities assets in alignment with the Component's approved Strategic Plan (not included in this manual) and Master Plan.
  - 1.5.1 The CIP includes scope, schedule, funding and Total Project Cost (TPC) of all Component projects regardless of who has delegated authority to manage the work.
  - 1.5.2 The TPC is defined as all costs including programming, design, site acquisition, site development, facilities, furnishings, furniture and equipment, operational warranties and any other costs identified to meet the project's requirements as approved by the Texas Legislature, The Texas Higher Education Coordinating Board and the TSUS Board of Regents.
  - 1.5.3 Projects shall be submitted separately, or for smaller projects (less than \$1 million) may be combined into a single aggregated project.
- 1.6 Refer to *Section 3.4: Capital Improvement Program* below and the eManual for additional information regarding the CIP process.

### **Pre-Project Planning and Programming**

- 1.7 Effective project planning is required to assure success. It provides a basis for action for the Component, User(s) and project team. Managing needs and requirements along with the ever-

competing constraints of time, money, resources and risk is critical to effective delivery. During the pre-project planning phase, the Component must review and evaluate several factors to develop an appropriate and realistic project execution plan in order to deliver the project successfully and meet the expectations of the stakeholders. These include but are not limited to:

- Collecting needs and requirements
- Defining the scope, quality and work breakdown structure
- Defining the activities and their sequence
- Estimating activity resources and durations, including roles, responsibilities and an overall staffing management plan
- Estimating costs and determining an appropriate budget
- Estimating a project schedule
- Identifying risks and establishing a communication plan

1.8 While the pre-project planning process will consider many alternatives, its goal is to create a specific project plan of action and activities that will be carried out in the future. Pre-project planning ensures that:

1.8.1 Adequate project information is documented and approved by the Component, including the Component's project specific needs, prior to requesting approval from Board in the CIP.

1.8.2 Component executives confirm that the project is financially feasible, establishes realistic objectives and requirements, and identifies critical decisions and assumptions. All of these will lead the project team through the programming and design process.

1.9 Contact the VCCA for additional assistance and refer to *Section 4: Pre-Project Planning & Programming* below and the eManual for additional information regarding the planning and programming process.

### **Design and Construction Services Procurement**

1.10 System and the Component procure design and construction professionals for each specific project to create a set of design documents and execute the construction process.

1.10.1 Refer to *Section 5: Design & Construction Services Procurement* below and the eManual for additional information.

## Contract Administration

- 1.11 The System’s goal for every System project is to develop and maintain a reputation for decisive leadership, sound knowledge, consistency, firm interpretations of contract documents, professionalism and fairness throughout the life of a project among design professionals, contractors, and other service providers.
- 1.12 The general purpose of a contract is to clearly identify the risks and responsibilities of each party. Effective contract administration provides a foundation for responsible decision making by System and the Component.
- 1.12.1 The VCCA is responsible for promulgating, negotiating, approving and overseeing all design and construction related contracts and any changes thereto. The VCCA is also responsible for certain interactions related to approvals to milestones in document development, Board of Regents Design Development packaging as well as approval to the Guaranteed Maximum Pricing as well as the final authority on the buyout values associated with a project.
- 1.12.2 Except in the case of a project for which project management services are provided by a third party pursuant to section 2.2.3, the Component is responsible for:
- Executing the project, including managing all terms and conditions within the respective limits of authority.
  - Leading, administering, coordinating, reviewing and approving all design phase activities and documents.
  - Reviewing and approving all project related payments.
  - Leading, administering and inspecting the construction process through kick-off meetings, periodic project meetings, inspections, commissioning, final acceptance and administration of warranty and its associated milestones.
  - Coordinating the scheduling, training, acceptance, and operation of facility with the Component and user representatives.

In the case of a project for which project management services are provided by a third party pursuant to section 2.2.3, the Component shall carry out the roles and responsibilities described in the eManual under “Component Responsibilities in Projects with Outsourced Third –Party Project Management (PM)”.

- 1.12.3 Refer to *Section 7: Contract Administration and Section 8: Close-Out* below and the eManual for additional information.

## SECTION 2: PROJECT AUTHORITY

### The Board of Regents

- 2.1 The Board of Regents governs the System and its Components and has delegated to The Planning and Construction Committee the primary responsibility for making recommendations to the Board regarding the planning, design, construction, maintenance, and use of System and Component buildings and other physical facilities.

- 2.1.1 The Planning and Construction Committee is authorized to make recommendations to the Board to approve all project requests with a Total Project Cost of **\$4,000,000** and greater once the project has completed the Design Development stage.
- 2.1.2 The Board is authorized to approve all indefinite quantity services contracts—including but not limited to job order construction contracts, contracts for architectural and/or engineering services, and consulting contracts, equal to, or greater than **\$1,000,000** (\$2,000,000 in the case of job order construction contracts).
- 2.1.3 The Board is authorized to approve all projects proposed to be delivered through a public-private partnership (P3) regardless of the Total Project Cost. P3 projects shall be subject to Board approval when the procurement process results in the determination of a highest-ranking respondent and the development of a business case.

**The Chancellor**

- 2.2 The Chancellor is the chief executive officer of the System. The Chancellor reports to, and is responsible to, the Board and has direct line responsibility for all aspects of the System's operations assistance from the System's Vice Chancellors.

**Projects**

- 2.2.1 The Chancellor is authorized to approve all project requests with a Total Project Cost of less than **\$4,000,000**, and all related project changes.
- 2.2.2 After Board Design Development approval, the Chancellor is authorized to increase or decrease the cumulative value of the Total Project Cost up to **5%** (new) or **8%** (renovation). Requests for increases of greater amounts are approved by the Board.
- 2.2.3 The Chancellor is authorized to make a determination based on the needs of a specific project or component that it is appropriate for project management services to be provided by a third party under contract to the System, and to procure, conclude and administer such contracts. To the extent services normally provided by Component personnel are to be provided by the third party, references in this Manual to the Component shall be deemed to refer to the third party project manager. Refer to the eManual for guidance as to the responsibilities of Component personnel in projects with third party project management.

**Contracts**

- 2.2.4 The Chancellor is authorized to approve all design and construction contracts.
- 2.2.5 The Chancellor is authorized to approve all indefinite quantity services contracts—including but not limited to job order construction contracts, contracts for architectural and/or engineering services, and consulting contracts, with a total potential contract amount in excess of **\$1,000,000** (\$2,000,000 in the case of job order construction contracts), and no greater than **\$2,000,000** (\$4,000,000 in the case of job order construction contracts), including any renewals).

2.2.5.2.5.1 The Chancellor is authorized to issue assignments under indefinite quantity services contracts for projects with a Total Project Cost of less than \$4,000,000.

- 2.2.6 The Chancellor is authorized to approve all P3 contracts after project approval by the Board pursuant to Section 2.1.3.

### The Vice Chancellor for Contract Administration

- 2.3 The Vice Chancellor for Contract Administration (VCCA) is responsible for contract management and administration of System and Component planning, design, construction, maintenance, and use of buildings and other physical facilities, including, but not necessarily limited to, long-term planning and construction and administration of policies in the subject area. The VCCA performs duties under authority delegated by the Board through the Chancellor.
- 2.3.1 The VCCA is authorized to approve all design contract changes.
- 2.3.2 The VCCA is authorized to approve all individual construction contract changes valued at **\$25,000** or more and all cumulative contract changes up to **5%** of the Total Project Cost for new projects and up to **8%** for renovation projects.
- 2.3.3 The VCCA is authorized to issue work authorizations and notices to proceed to design and construction professionals for programming, Schematic Design, Design Development, Construction Documents, Pre-Construction and Construction services.
- 2.3.4 The VCCA is authorized to approve the first, second and final payment requests on a project as further described in Section 7.
- 2.4 The VCCA is authorized to further delegate in writing any of the authorities listed above as deemed reasonable and necessary.
- 2.5 The VCCA has the authority to waive the application of any provision of these Policies and Procedures with respect to a particular project upon written request by the component, except to the extent compliance is required by applicable law or the System's Rules and Regulations.
- 2.6 The Associate Vice Chancellor for Facilities (AVCF) works with the VCCA to discharge the responsibilities of the Office of Contract Administration. Refer to the eManual for the written delegation of authority to the AVCF. In addition, this Manual describes certain specific responsibilities and authority of the AVCF.

### The President

- 2.7 The Chancellor has delegated to the President the authority to plan, design and construct projects listed on the approved Capital Improvement Program for projects with a Total Project Cost of less than **\$1,000,000**, without further approvals from the Chancellor or the System.
- 2.7.1 Due to the resources required to manage alternative delivery methods, Components shall use Hard Bid (i.e. lowest responsible bid) or Competitive Sealed Proposals delivery methods for all projects. Any requests to use Construction Manager-At-Risk, Design-Build or any other project delivery method shall require written approval from the VCCA. Job order contracting may be used on projects that are within authority delegated to the President, primarily on projects consisting of minor renovation and alterations to existing facilities, or other repetitive projects with simple scopes.

- 2.7.2 Components shall use contract forms and documents as promulgated and approved by the VCCA.
- 2.7.3 Components shall follow the TSUS *Rules and Regulations*, these Policies and Procedures, and applicable state law including but not limited to Education Code, Chapter 51; Government Code, Chapter 2155 ; Government Code, Chapter 2254 ; Occupations Code, Chapters 1001 (Engineers),1051 (Architects),1052 (Landscape Architects) and 1053 (Interior Designers).
- 2.7.4 Components shall report to the VCCA quarterly on a standard format developed by the Office of Contract Administration the scope of services, the current contract amounts and the duration of services for all active Component projects (including indefinite quantity contracts).
  - 2.7.4.1 An active project is defined as any project where the Component has submitted a *Statement of Initiation* and received approval from the VCCA, but has not closed-out the design or construction contracts, plus all current indefinite quantity design, construction or consulting contracts
- 2.7.5 Components shall not fund separate smaller projects in stages or increments in order to avoid the delegated authority limits.

2.8 The President is authorized to approve all indefinite quantity services contracts, including but not limited to job order construction contracts, contracts for architectural and/or engineering services, and any other consulting contracts less than **\$1,000,000** (\$2,000,000 in the case of job order construction contracts), including any renewals.

~~2.8~~ 2.8.1 The President is authorized to issue assignments under indefinite quantity services contracts for any project with a Total Proect Cost of less than **\$1,000,000**.

- 2.9 The President is authorized to approve all non-unilateral individual construction contract changes valued at less than **\$25,000** (with appropriate documentation related to the requested change) and all cumulative contract changes up to **5%** of the Total Project Cost for new projects and up to **8%** for renovation projects.
- 2.10 The President is authorized to review and approve all Historically Underutilized Business (HUB) Good Faith Efforts and Subcontracting Plans. The President also approves all payments other than the first, second and final payment.
- 2.11 Unless specifically stated otherwise, and except as provided in Section 2.2.3, all other responsibility and authority for the delivery of capital projects has been delegated to the Component.
- 2.12 The President is authorized to further delegate in writing any of the authorities listed above as deemed reasonable and necessary. The President shall provide the VCCA with copies of any such written delegations of authority with respect to the delivery of capital projects.

### **Project Expenditures**

- 2.13 Project approval in the Capital Improvement Program constitutes Board authority for the Chancellor to execute, and the Component to expend up to **4%** of the Total Project Cost (TPC) to



select the project design professional, conduct surveying and investigation (including some demolition), pre-project planning and programming, Schematic Design and Design Development. Such expenditures shall not include major demolition, procurement of equipment, Construction Documents, or other similar items.

2.13.1 If **4%** proves insufficient based on unique requirements of the project, the Chancellor may approve an exception to exceed that amount based on a specific request from the Component via the VCCA.

2.14 Project approval at Design Development (DD) constitutes Board authority for the Chancellor to execute, and the Component to expend up to **100%** of the Total Project Cost to complete Construction Documents and execute the Construction Phase, as well Board authority for the contract changes referred to in Section 2.8.

### Contracts

2.15 The VCCA administers and negotiates programming, design and construction contracts; however, the Component administers all assignments under indefinite quantity programming contracts, other contracts and purchase orders, and leads the project, including conducting meetings, facilitating receipt and incorporation of user needs and requirements into the design documents, and reviewing and commenting on design submittals.

2.16 The VCCA acts as the Owner's Designated Representative (ODR) and the Component acts as the Owner's Designated Site Representative (ODSR), both as defined in the contract.

~~2.16~~ 2.15.1 The ODR delegates authority to the ODSR to execute Substantial Completion Certificates.

~~2.17~~ The component shall be responsible for Legislative Budget Board (LBB) reporting requirements for the following Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts: AE, MEP, Structural, Civil, Project Management, Programming Services, Geotechnical & CMT, Test and Balancing, and Building Envelope Services. Component shall notify the System Office Office 90 days prior to contract term expiration or when the contract reaches 80% threshold of the maximum contract amount, whichever occurs first. The component shall be responsible for LBB reporting requirements for capital project solicitations for projects executed under the authority of the component president.

~~2.18~~ -The System Office shall be responsible for LBB reporting requirements for all capital project solicitations for projects executed under the authority of the Chancellor or the Board of Regents and the following IDIQ solicitations: Program Management Services and Construction Audit Services.

### Section 3: Project Approvals

3.1 All System capital improvement projects require various approvals, as mandated by the Board, the Chancellor and the VCCA throughout the project delivery process. Securing each of these



required approvals provides the President, the Chancellor and the Board: A perspective on where the project stands within the delivery timeline;

3.1.1 A perspective on where the project stands within the delivery timeline;

3.1.13.1.2 Assurance that the Component is maintaining various levels of compliance during the project delivery process;

3.1.23.1.3 Assurance that the project design team is adhering to the approved project program and the architectural theme and vision established in each Component’s master plan.

3.23.1.4 The overall project delivery approval process is shown in *Figure 2*.

**Comprehensive Facility Master Plan**

3.33.2 The procedure for the preparation and approval of a *Comprehensive Facility Master Plan* is as follows. Refer to the eManual for additional guidance. Also note that the President establishes a Master Plan Committee pursuant to Chapter I, paragraph 6.87 of the *TSUS Rules and Regulations*.

3.3.13.2.1 The Component and VCCA procure master planning services.

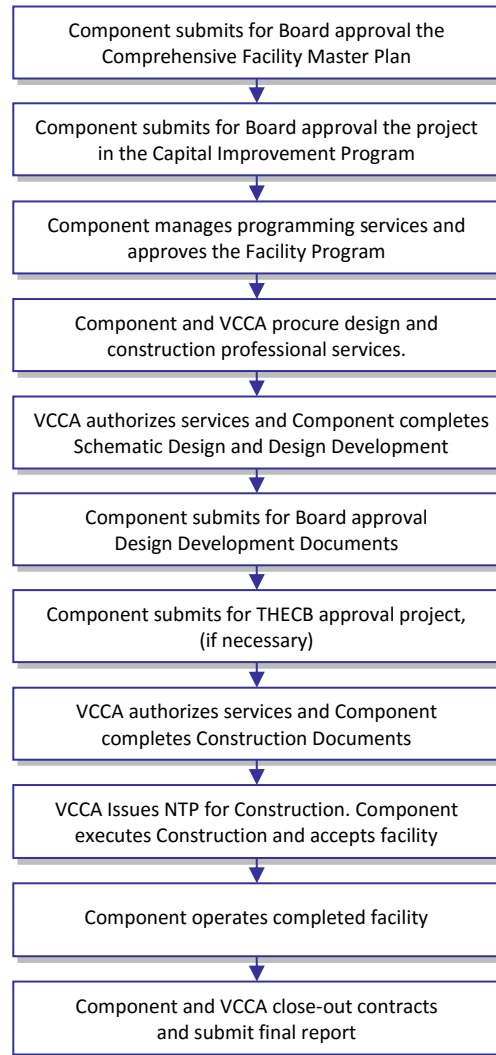
3.3.23.2.2 The Component, VCCA and master planner schedule appropriate meetings.

3.3.33.2.3 The Component, VCCA and master planner schedule at least one interim briefing for the Planning and Construction Committee, prior to the meeting at which the Board will be asked to approve the Component’s Master Plan.

3.3.43.2.4 A draft of the proposed final Master Plan shall be submitted by the Component to the VCCA at least eight (8) weeks prior to the Board meeting for review and comment.

3.3.53.2.5 Upon approval from the VCCA, the Component shall submit thirteen (13) hard copies and an electronic copy of the final Master Plan to the VCCA at least four (4) weeks prior to the Board meeting.

3.3.63.2.6 The master planner presents the proposed master plan to the Board, with support and assistance from the President and the VCCA.



**FIGURE 2**

~~3.3.73.2.7~~ Should the Component desire to update a current Master Plan, the Component shall notify the VCCA in writing of the proposed scope of the update and the proposed process and timeline for the preparation and delivery of the update. The VCCA shall determine whether the process outlined ~~in sections 3.3.3 through 3.3.5~~ above shall apply to the update, based on the scope of the proposed update. In any event, the proposed update shall be presented to the Board as provided in paragraph ~~3.43.6~~.

~~3.3.83.2.8~~ The Component may, in consultation with the VCCA and separate and apart from the Comprehensive Facility Master Plan, develop master plans for specific parcels of land that are not a part of the Component's main campus (such as research parks), or for specific areas or facilities within its main campus (such as athletic complexes), where the development of a specific master plan would be beneficial to the Component. Any such master plan shall be presented to the VCCA for review and approval as provided in Paragraphs ~~3.43.4~~ and ~~3.43.5~~, and to the Board for approval as provided in Paragraph ~~3.43.6~~.

### Capital Improvements Program

~~3.43.3~~ The procedures for the preparation and approval of the Capital Improvement Program (CIP) are as follows. Refer to the eManual for additional guidance.

~~3.4.13.3.1~~ The VCCA begins the process on or before **February 1** of each year by sending out submission instructions to each Component describing schedule, process and forms required to gather all the information needed to update the CIP.

~~3.4.1.13.3.1.1~~ Submission instructions will include the *Project Information Planning Form (PIFPPF)*, which the Component is required to submit for each project (or aggregated group of projects) that it proposes to add to the CIP, and for each existing CIP project that it wishes to amend.

~~3.4.1.23.3.1.2~~ Notwithstanding the foregoing, each Component shall submit an updated *PIFPPF* for all projects proposed to be funded in whole or in part through Tuition Revenue Bonds no later than January 10 of each year.

~~3.3.1.3~~ Only those Tuition Revenue Bond projects for which funding will be requested in the next legislative session shall be submitted for inclusion on the CIP.

~~3.4.23.3.2~~ Components submit their completed *PIFPPF* forms through ~~e-Builder~~ the CIP Information System (CIPIS) at least **eight (8) weeks** prior to the Board meeting for review and comment.

~~3.4.33.3.3~~ At the same time as the *PIFPPF* forms are submitted, each Component shall submit a funding prioritization for each CIP project scheduled to be initiated during the first two fiscal years of the CIP, signed by the Component Provost and Chief Financial Officer.

~~3.4.43.3.4~~ The Vice Chancellor for Academic Affairs (VCAA) ~~may evaluate~~ evaluates and ~~review~~ reviews the proposed projects with a particular view to the project scope, budget and funding, and may consult with the Component concerning the need for a particular

project. Further refinements of the project may be made as a result of this review process that focus on:

- Whether there is sufficient justification for the project;
- Whether the project is consistent with the mission and strategic plan of the Component;
- Whether the proposed projects are already included, have been omitted or removed in the CIP;
- Whether the project funding is adequate and achievable. In particular, the level of commitment of any proposed gift pledges on which the success of the project may depend may be reviewed.

~~3.4.53.3.5~~ For each such project initially submitted, and based on the information provided in the ~~PIFPFF~~ and the review process, the VCCA establishes the preliminary total project cost (PTPC)~~Total Project Cost (TPC)~~ using any available third party cost estimate, or median~~the average~~ cost figures from the Texas Higher Education Coordinating Board (if available), including any adjustments for escalation. If neither is available, the VCCA will use internal cost estimates to establish the PTPC.

~~3.4.5.13.3.5.1~~ This process ensures that the source of the estimate is known, but it does not preclude the Component from setting~~adjusting~~ the total project cost (TPC) at a smaller or lesser~~greater figure than set forth in~~ the PTPC~~CIP~~ during the early phases of design or at Board Design Development approval.

~~3.4.63.3.6~~ Once the submissions are reasonably complete, the draft CIP is made available~~forwarded~~ to the VCAA and the Vice Chancellor for Finance (VCF) for review and comment.

~~3.4.6.13.3.6.1~~ The VCAA may review any~~reviews all~~ proposed projects relative to the mission, vision and strategic plan of the Component.

~~3.4.6.23.3.6.2~~ The VCF generally reviews all proposed projects with a view toward the appropriateness of funding. For projects to be funded in part, or in whole, with System Bond proceeds, this~~—This~~ review focuses on the impact of the proposed debt issuance on the System's bond ratings, and on the Component and System's ability to service the debt.

~~3.534.7~~ In even numbered years the Vice Chancellor for Governmental Relations (VCGR) may~~will~~ meet with the VCCA, VCF and the VCAA to review the Tuition Revenue Bond Projects identified in the CIP for comment, appropriateness and approval based on the then current legislative priorities of the System.

~~3.534.8~~ Following the conclusion of the above process~~Upon approval by the VCAA, VCF, VCGR, and VCCA,~~ a draft of the proposed CIP is sent to the Components~~Component~~ for review and final comment.

~~3.534.8.1~~ Components shall submit their comments to the VCCA within the time specified in the communication from the VCCA, which will be dictated by the deadlines for inclusion of the CIP in the Board agenda materials for the May meeting~~one (1) week after receipt of the draft.~~

~~3.53.4~~ Prior to release of the Board agenda materials for the May meeting ~~Once the submissions are complete~~, the draft CIP is made available~~forwarded~~ to the Chancellor for review, comment and approval.

~~3.63.5~~ The complete proposed CIP is then scheduled and presented by the VCCA to the Planning and Construction Committee and ultimately to the Board for adoption.

~~3.6.13.5.1~~ The Component's CIP is reviewed, revised and approved annually by the Board to achieve the Strategic Plans of the Board and to accommodate known funding limitations on a year-by-year basis.

~~3.6.23.5.2~~ ~~The~~ After the completion of programming and/or Schematic Design, the Component shall update the PIFPPF and amend the CIP as necessary at the next annual update to reflect the current scope, schedule and cost of each~~the~~ project. Projects that have been initiated by procurement of an architect or engineer for design services will be dropped from the CIP at the next annual update.

~~3.6.33.5.3~~ The CIP is approved at the May Board meeting.

## Capital Improvement Program - Interim Updates

~~3.7.3.6~~ The Component may request the addition of a new project to the CIP, or an amendment to an existing CIP project, at any regular or called meeting of the Board. New projects may be added only if the new project is to be initiated in the current fiscal year.

~~3.7.13.6.1~~ The process for submission and approval is the same as the CIP submission process described above, except the submission deadlines shall follow the normal deadlines for agenda items for the quarterly Board meeting at which the projects are proposed for addition to the CIP.

## Design Phases

~~3.8.3.7~~ Prior to completion of each major phase of design (Schematic Design, Design Development and Construction Documents), the Component shall confirm that all design requirements reconcile with the program ~~and the Total Project Cost and all related codes in the form. The AVCF will provide overview of a certificate of compliance letter promulgated by the System Office, this process and signed by the Architect of Record, comment and the ODSR subsequently confirm each phase.~~

~~3.8.13.7.1~~ ~~Upon receipt of the certificate of compliance letter in good order~~ When the documents are acceptable, the VCCA will issue an authorization letter to the design professional to continue to the next phase of design or a notice to proceed for construction letter to the contractor to start pre-construction or construction activities.

~~3.8.23.7.2~~ Refer to *Section 6: Project Reporting & Design Oversight Reviews* below for additional VCCA requirements.

## Design Development

~~3.9.3.8~~ The procedure for the preparation and approval of a project at Design Development (DD) is as follows. Refer to the eManual for additional guidance and documents.

~~3.9.13.8.1~~ The Component begins the process by holding a meeting with the design professional at least sixty (60) days prior to the date of the appropriate quarterly Board meeting to discuss the required contents and format of the DD submittal package. The Component shall provide to the design professional two recent examples of approved submittal packages for its use in preparing the submittal.

~~3.9.23.8.2~~ The Component submits a complete DD approval package ~~to the VCCA in a 3-ring binder with an electronic copy uploaded to e-Builder for the Program Manager's review in electronic format to the VCCA~~ at least **forty-five (45) days** prior to the appropriate quarterly Board meeting for review and comment by the VCCA and the AVCF. The DD package shall conform to the requirements set forth in Attachment B of the AE Agreement, which is included in the forms library maintained by the VCCA. The required cost estimate may be omitted from this submittal if it is not yet available.

~~3.9.2.13.8.2.1~~ Note: The DD approval package is in addition to the Design Development documents that are submitted to the VCCA for review and approval.

~~3.9.33.8.3~~ The VCCA evaluates and reviews the project with a particular view to the scope and Total Project Cost (TPC), as well as the suitability of the presentation for Board of Regents review, and provides comments to the Component and the design professional.

~~3.9.43.8.4~~ At least **thirty-one (31) days** prior to the Board meeting, the Component shall submit the required cost estimate for review by the VCCA and inclusion in the DD submittal. Upon review by the VCCA, final comments are submitted to the Component and design professional to generate a final submittal. The Component is responsible for the submission of ~~eight (8)~~~~thirteen (13)~~ hard copies and one (1) electronic copy of the DD package in final form to the VCCA at least **twenty-four (24) days** prior to the Board meeting

~~3.9.53.8.5~~ Failure to meet any of the deadlines set forth in paragraphs 3.~~109.2~~,~~3.9.4~~ and 3.~~10.49.5~~ shall result in the postponement of Board consideration of the project to the next quarterly Board meeting.

~~3.108.69.7~~ Once the submissions are complete, the DD submission package is forwarded to the Chancellor for review.

~~3.108.79.8~~ The complete proposed DD package is presented to the Planning and Construction Committee for recommendation to the Board and ultimately to the Board for approval.

~~3.108.89.9~~ The VCCA presents the project with the Component’s representatives and, if desired, the design team available for questions.

~~3.9.108.9~~ If required under applicable law, the project must also be approved by The Texas Bond Review Board.

~~3.108.109.11~~ The deadlines set forth in the preceding paragraphs apply to projects submitted for approval at regular, quarterly meetings of the Board, as well as at special called Board meetings. Projects may be considered for approval at called Board meetings only with the Chancellor’s concurrence.

~~3.108.119.12~~ The overall Board of Regents Design Development Schedule is shown in *Figure 3*.

BOR DD Submission Schedule to System Office Activity	Days Prior to Board Meeting
Component meets with A/E with 2 Examples of Previously Approved DD BOR Packages	60
Component Submits Completed Draft w/o Reconciled Cost Estimate	45
Component Submits Reconciled Cost Estimate	31
Hard Copies of DD-BOR in System Office	24
Board Book Released	14
Design and Construction Committee Meeting - earliest date	10

**FIGURE 3**

~~3.108.129.13~~ If necessary to meet project schedules, upon written request of the ODSR, the VCCA may issue to the design professional an NTP to the Construction Documents phase of design prior to approval of the DD package by the Board, provided the VCCA and the ODSR have accepted the Design Development documents and approved the Construction Cost Limitation and schedule.

~~3.108.13~~ ————Note that, in addition to the above process, the Component is responsible for submitting a motion for Board of Regents approval of the Design Development documents and the proposed TPC, in accordance with the schedule published by the Chancellor's office for the Board meeting. Contemporaneously with the submission of the motion, the Component shall submit to the VCCA the form referred to in paragraph 3.11.1.

### Texas Higher Education Coordinating Board

~~3.103.9~~ Following approval by the Board, all projects required to be submitted for review to the Texas Higher Education Coordinating Board (THECB) shall follow the process outlined below. The Component has primary responsibility for insuring that the Component and the proposed project meet all requirements and standards as defined by THECB (e.g., space usage, space need, efficiency, and cost).

~~3.10.13.9.1~~ The Component prepares and submits the THECB's Board of Regents Certification form to the VCCA for the Chancellor's signature. This form shall be submitted to the VCCA by the Component at the time the Component submits the motion for Board approval of the Project. The form is signed by the Chancellor upon Board of Regents approval of the project, and is delivered by the VCCA to the THECB.

~~3.10.23.9.2~~ The Component completes the electronic THECB project application with assistance from the design team and submits it online through the THECB's online Campus Planning System. The application must be prior to the deadline specified in rules adopted by the THECB.

~~3.10.33.9.3~~ The VCCA reviews and edits the application online and either returns it to the component for further editing or submits it to the THECB.

~~3.12011.~~ The Component shall submit an amended or updated project application as and when required by THECB rules.

## Section 4: Pre-Project Planning & Programming

4.1 To start a project other than projects that have been delegated to the President's authority under section 2.76, the Component shall submit a *Statement of Project Initiation* to the VCCA, which includes a request by the Component to procure programming services.

4.2 All project programming shall be performed by an approved~~the following~~ consultant under an umbrella contract with the System Office. Current contracts expire~~This contract expires~~ on August 31, ~~2018~~2016. The Component shall consult with the VCCA after that date to ascertain the contracted consultant(s). Consultants currently under contract are as follows:-



Facility Programming and Consulting, Ltd.  
Attention: Doug Lowe  
100 West Houston Street, Suite 1100  
San Antonio, Texas 78205  
Phone: (210) 228-9600  
e-mail: douglowe@facilityprogramming.com

VisSpiro Strategies

Attention: Doug Abraham  
2486 River Way  
Spring Branch, Texas 78070  
Phone: (210) 872-1540  
e-mail: doug@visspiro.com

- 4.3 The VCCA authorizes the Component to negotiate scope and fee for programming with the System pre-approved programming firm or other firm as approved by the VCCA.
  - 4.3.1 To promote the programming effort and to avoid a conflict of interest, consultants who provide programming services will not be permitted to provide design services for the project. The VCCA has published a Policy Regarding Participation by Consultants and Subconsultants in Project Programming to address compliance with Section 2155.004 of the Texas Government Code. This policy is available from the VCCA's forms library.
- 4.4 The Component initiates, leads and administers the programming effort, including establishing well defined scope, schedule and budget information.
- 4.5 The Component shall submit an electronic copy of the final draft copy of the program to the VCCA and the AVCF for review and comment.
- 4.6 When scope, schedule, cost and funding are all in agreement and approved by the President, the Component's President shall approve the Program and submit an electronic copy to the VCCA.
- 4.7 If at any time during the programming process, the project scope (measured by gross square footage) or the preliminaryestimated Total Project Cost increases by more than **10%** from the information provided in the approved Capital Improvement Program, the Component shall submit an amended *Project Information Planning Form* through the CIP Information System database-Builder updating the project information for approval and adoption ~~by~~ the Board.

## Section 5: Design & Construction Services Procurement

- 5.1 The System procures the services of design and construction professionals on behalf of the Component for all capital projects other than those delegated to the Component President pursuant to Section 2.6. The following section describes System's requirements for selecting a design professional and a contractor for the Competitive Sealed Proposals (CSP), Construction Manager at Risk (CM-R) and Design-Build (DB) project delivery methods. In general, the process follows the following steps and is summarized in *Figure 4*:



(Continued on next page).

- Appoint the selection committee
- Issue and evaluate the Request for Qualifications (RFQ)
- Issue and evaluate the Request for Proposals (RFP)
- Conduct interviews
- Recommend appointment or award
- Negotiate and approve the agreement

5.2 The Component requests initiation of the contract procurement process by providing a point-of-contact, a project description and a schedule, with key milestone dates to the VCCA.

5.2.1 Per *Texas Government Code 2254.003*, design professionals shall be selected on the basis of demonstrated competence and qualifications to perform the required services, and not on the basis of competitive bids or proposals.

5.2.2 Per *Texas Education Code 51.776 – 51.785*, Design-Builders are selected through a two-step process, contractors procured through Competitive Sealed Proposals are selected through a one-step process, and Construction Managers-at-Risk are selected through a one or two-step process, all of which include the submission of competitive bids or proposals.

5.2.3 Note: *Each Component shall make a good faith effort to distribute the work and avoid the perception of always selecting the same one or two design and/or construction professionals for all of its major projects.*

**Appoint the Selection Committee**

5.3 The Component appoints the selection committee members as approved by the President or his/her delegate.

5.3.1 Committee members shall represent a broad understanding of the project, including the Component’s needs, requirements, and the design and construction process.

5.3.2 The number of Component committee members is at the Component's discretion.

5.3.3 The VCCA, or his designee, may participate as a voting member in the selection process if deemed advisable.

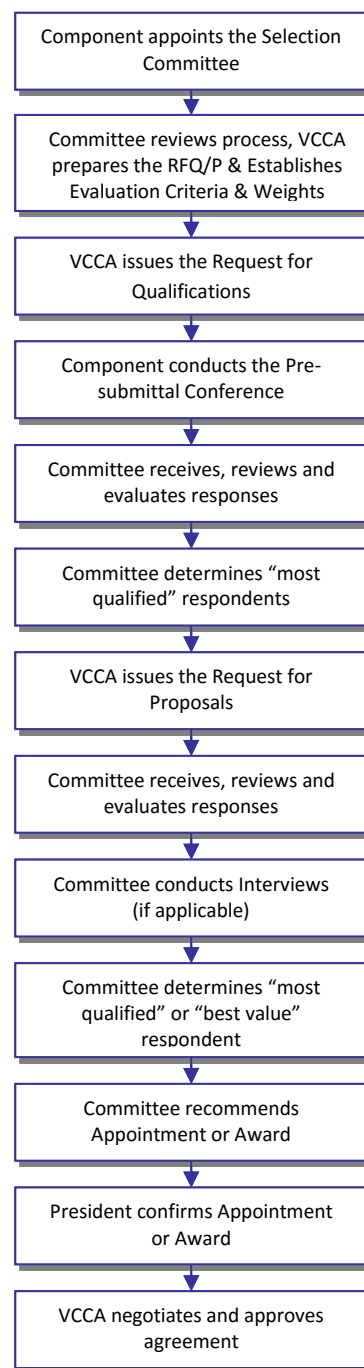


FIGURE 4

### Issue the Request for Qualifications (Design Professional, CM-R and DB Selection Only)

- 5.4 The VCCA publishes the RFQ through the Electronic State Business Daily (ESBD) in accordance with Texas law.
  - 5.4.1 The Component convenes the appointed committee in a pre-RFQ preparation meeting to review the standard procedures and documents related to the RFQ, RFP, interviews, and overall selection process.
  - 5.4.2 Design professionals are selected in one (1) step process, plus an interview.
  - 5.4.3 Contractors selected through CM-R or DB are selected in a two (2) step process, with an interview. However, under special circumstances CM-R can be selected through a one step process with an Interview.
  - 5.4.4 Contractors selected through CSP are selected in a one (1) step process, with no interview. For CSP, skip to Issue Request for Proposals below.
- 5.5 In the case of a design professional or Design-Build contractor, the Component shall provide any special performance criteria and associated weights to the VCCA prior to preparation of the RFQ.
- 5.6 The Component shall conduct any Pre-Submittal Conference at the time and location identified in the RFQ or RFQ/P.
  - 5.6.1 The Component forwards any questions submitted by potential respondents with applicable answers to the VCCA to determine the need to issue an addendum through the ESBD.

### Accept and Evaluate RFQ Responses

- 5.7 The Component accepts all responses to the RFQ at the advertised location until the advertised deadline, and coordinates the Historically Underutilized Business (HUB) Subcontracting Plan due date with the appropriate Component HUB coordinator.
  - 5.7.1 The Component is responsible for preparing the evaluation team to understand properly and evaluate the responses.
  - 5.7.2 The Component's HUB office is responsible for the review and approval / disapproval of each response in such a way that it does not delay the process.
  - 5.7.3 Qualifications received after the deadline shall not be considered by the committee.
  - 5.7.4 The Component shall forward one (1) additional copy of all responses to the VCCA for record.
- 5.8 The committee evaluates the responses independently, within **fifteen (15) calendar days**, using the criteria and questions established in the RFQ.
- 5.9 After the committee completes their individual evaluations and rankings, the committee meets to discuss the qualifications, consolidate, and collect for record the rankings. The respondents with the best average rankings shall be deemed the "most qualified" and eligible for the next step in the process.

- 5.9.1 No more than five (5) respondents may be selected to submit additional information and to interview for final selection.

### Issue the Request for Proposals (CM-R, CSP and DB Selection Only)

- 5.10 The VCCA publishes the RFP through the Electronic State Business Daily (ESBD) in accordance with Texas law. ~~Immediately thereafter, the Component completes any required reporting of the solicitation to the Legislative Budget Board (LBB).~~

- ~~5.11~~ 5.11 The Component convenes the appointed committee in a pre-RFP preparation meeting to review the standard procedures and documents related to the RFP and overall selection process.

5.11.1 Per the Texas Professional Licensing Act and the Texas Government Code, design professionals shall not submit proposals for services. For Design Professionals, skip to Interview below.

5.11.2 All RFPs shall require the respondents to submit two (2) separately sealed responses, one containing the qualifications and the other containing the proposal.

- 5.12 **For CSP Only:** The Component shall conduct any Pre-Submittal Conference at the time and location identified in the advertised RFP.

### Accept and Evaluate RFP Responses

- 5.13 The Component accepts all responses to the RFP at the advertised location until the advertised deadline, and coordinates the Historically Underutilized Business (HUB) Subcontracting Plan due date with the appropriate Component HUB coordinator.

5.13.1 Proposals received after the deadline shall not be considered by the committee.

5.13.2 All responses that have a proposal / bid shall be submitted as two packages: one for qualifications to be reviewed by the committee, and the other to be sent by the Component to VCCA for public opening at Office of Contract Administration in Austin (or other location as determined by the VCCA) at a separate day and time.

5.13.3 The Component shall evaluate the qualifications upon receipt; however, the AVCF will add the financial terms in the proposals to the Component's evaluation worksheet to finish the process as described below.

5.13.3.1 The weight assigned to the financial terms of the proposal shall not be less than **40%** and not greater than **70%**.

5.13.3.2 **For CM-R and DB:** Scoring of the proposals are based on the total of all preconstruction and construction phase fees and general conditions relative to the lowest total proposal amount submitted by the respondents. See below for an example.

5.13.3.3 **For CSP:** Scoring of the proposals are based on the total of the base bid plus any Component accepted alternates relative to the lowest total proposal amount submitted by the respondents. See below for an example.

5.13.3.4 For scoring purposes, the lowest proposal amount shall receive a "10," while each remaining proposal score is reduced proportionally as compared to the lowest proposal. An example is shown below:

Respondent	Proposal Amount	Difference Amount	% Reduction	Score
Lowest	\$1,000,000	\$0	0.0%	10.0
2nd Lowest	\$1,100,000	\$100,000	10%	9.0
3rd Lowest	\$1,250,000	\$250,000	25%	7.5
4th Lowest	\$2,000,000	\$1,000,000	100%	0.0
Highest	\$2,500,000	\$1,500,000	100%	-5.0

5.13.4 The Component shall forward one (1) additional copy of all responses to the VCCA for record.

5.14 Each committee member evaluates the responses independently, within **fifteen (15) calendar days**, using the criteria and questions established in the RFP.

5.15 After the committee completes their individual evaluations and rankings, the committee meets to discuss the proposals, consolidate, and collect for record the rankings. The respondents with the best average ranking shall be deemed the "best value" and eligible for the next step in the process, if applicable.

**Interviews (Design, CM-R, and DB Selection Only)**

5.16 Following a discussion of the RFQs and/or RFPs, a short-list of respondents to interview is determined by the selection committee and communicated to the VCCA. The VCCA notifies the short-listed respondents of the interview date, time and location.

5.16.1 The interview is to allow each short-listed respondent to answer questions developed by the committee in light of the responses provided in the RFQ and/or RFP. The interview is not a separate scoring criterion.

5.17 The Component chairs the committee through the interview process.

5.18 Once the final interview is complete, the committee confirms the evaluations and determines a final ranking. The scores assigned to each respondent in the evaluation of the RFQ and/or RFP shall not be considered at the interview stage, and all short-listed firms begin the interview process on an equal footing. The grading of each interviewee shall be based on a numbering system based on the number of shortlisted firms. Each interviewer shall rank the short-listed firms 1, 2, 3 and so forth, where 1 is the best ranking. The respondent receiving the lowest total score is the top-ranked respondent.

## Recommend Appointment or Award

- 5.19 The Component prepares and sends to the VCCA electronically a written request that the System award a contract to the top-ranked respondent. The request shall include a brief summary of the RFQ, RFP, and interview process, a brief description of the chronology of the selection process, and a final tally of the rankings.

## Negotiate and Approve Agreement

- 5.20 The VCCA notifies the "most qualified" or "best value" respondent of its selection and proceeds to negotiate the contract, including scope of services and fee. As to design professionals, the Component's involvement with the negotiation process is limited to holding an initial meeting with the selected firm to discuss the desired scope and schedule of services so as to enable the design professional to submit a fee proposal to the VCCA to initiate the negotiation process. The Component shall transmit the minutes of this initial meeting to the VCCA.
- 5.20.1 ~~The After receipt and approval by the System Office request of evidence of insurance from the successful respondent, the VCCA will issue the Authorization to Commence Services or Notice to Proceed.~~
- 5.20.2 The unsuccessful respondents will then be notified of their non-selection by the VCCA.
- 5.20.3 Upon completion of negotiations, VCCA drafts and issues contract. Upon execution of the contract by the successful respondent, the VCCA will issue the Authorization to Commence Services or Notice to Proceed.
- 5.20.4 The VCCA notifies the Component of contract issuance, and completes any required reporting of the contract to the LBB.
- 5.20.5 The VCCA posts a notice on the ESDB referencing the same requisition number regarding the award of the contract.
- 5.21 The VCCA administers the contract. Any amendments to the contract will be negotiated by the VCCA in consultation with the Component.
- 5.21.1 The Component manages the design and construction professional per the terms of the agreement.

## Section 6: Project Reporting & Design Oversight Reviews

### Project Reporting

- 6.1 Each Component shall submit a quarterly report on the TSUS Summary Report Form to the VCCA for all active projects with a Total Project Cost greater than **\$1,000,000** as well as smaller projects that are separately identified in the CIP, which have been initiated, but which have not achieved Final Completion (as defined by the Uniform General Conditions).
- 6.1.1 The report shall include the status of a project in terms of budget, scope and schedule, and shall be reported on a periodic basis to the Chancellor and Board via the VCCA.

- 6.1.2 The report shall indicate approval status by the President, VCCA, Chancellor, Board and any state or federal agencies.
- 6.1.3 Standard project report formats are developed and controlled by the VCCA and are available in the VCCA's forms library.
- 6.1.4 The Component shall advise the VCCA if, at any time during design or construction, a change in project scope (as defined by the approved program) and/or additional design or construction services is anticipated.
- 6.1.4.1 Such notifications shall be made prior to the performance of additional services execution of the changes in scope.
- 6.1.4.2 Any amendment to a contract will be negotiated by the VCCA in consultation with the Component.

### Design Oversight Reviews

- 6.2 The Component is responsible for the overall project delivery process, while the VCCA is responsible for project oversight and contract administration.
- 6.3 For all phases of Schematic Design, Design Development and Construction Documents, the Component shall transmit ~~all deliverables from the certificated design professional (as defined in the agreement), including plans, specifications, estimates, schedules, constructability and basis of compliance letter~~ design documents, the Certificate of Compliance letter (see 3.9) to the AVCF for review and comment.
- 6.3.1 The Component shall consolidate all programmatic and design review comments from the Component ~~and the System~~ into one document and forward it to the design professional for incorporation / response and to the AVCF.
- 6.3.2 Estimates shall be in Construction Specifications Institute (CSI) 35 Division format and delivered within **two (2) weeks** of each design submittal.
- 6.4 Prior to requesting approval to continue to the next phase of design, the Component shall ensure that the scope, quantities, unit costs and construction estimate are 100% reconciled and are within the parameters of the approved program and Total Project Cost.

## Section 7: Contract Administration (Payments, Changes & GMPs)

### Payments

- 7.1 The Component reviews and approves all pay application requests per the agreement, and shall include:
- Component's *Voucher*
  - Application for payment with the *Schedule of Values*
  - Construction cash flow projections
  - Updated revised CPM schedule

- Updated Submittal Schedule
  - *HSP Prime Contractor Progress Assessment Report.*
- 7.1.1 For capital projects not delegated to the Component President pursuant to Section 2.6, the Component shall submit the first, second and last pay application request for each design and construction contract to the VCCA for review and approval.
- 7.1.1.1 For projects with multiple stages, the Component shall submit the first and second pay application request for each separate construction stage. If the second payment involves payment for preconstruction services only then the Component is required to submit the first application related to construction services.
- 7.1.2 After achieving Substantial Completion and as part of the final pay request, the Component shall provide the AVCF with the respective *Substantial Completion and Final Payment Checklists*, including all required backup. Refer to the System eManual for copies of the checklists.

### **Contract Changes**

- 7.2 All contract changes shall be administered per the delegated authority specified in *Section 2: Project Authority* above.
- 7.2.1 All changes in services or to the work shall be requested in writing in a format promulgated and approved by the VCCA.
- 7.2.2 Contract change requests to the VCCA shall include written justification from the Component and be approved before the service or the work is performed; however, in exigent circumstances, the Component may request authorization to perform the service and/or work prior to approval of the additional service or change order.
- 7.2.3 All construction change directives shall be independently priced by the design team or by qualified Component personnel prior to receipt of the Contractor's pricing. This independent estimate shall be attached to the proposed Change Order. Changes valued at less than \$5,000 are not subject to this requirement.
- 7.3 Contract changes, for both design and construction services, shall not be used to expand or reduce the approved scope of the project, without approval from the VCCA.
- 7.4 All change requests shall be negotiated within thirty days of issuance at a mutually agreed price.

### **Guaranteed Maximum Price Proposal**

- 7.5 When a project is within the program, scope, budget and funding as approved by the VCCA, Chancellor and the Board, the Component may request the Construction Manager at Risk and Design-Build contractor to submit a Guaranteed Maximum Price (GMP). Prior to submission of the GMP, the Component shall verify that:
- 7.5.1 The GMP proposal is assembled in accordance with Attachment 1, Exhibit D and Exhibit F of the agreement.



- 7.5.2 The General Conditions costs and Construction Phase Fees are specifically tailored to the project.
- 7.5.3 The GMP proposal, together with documentation supporting the proposed items of cost in the GMP proposal and a current CPM schedule for the performance of construction phase services is submitted to the AVCF at least **thirty-one (31) days** before the proposed commencement of construction phase services. The proposal shall be accompanied by an electronic excerpt from the executed contract showing the current Construction Cost Limitation CCL (including the full executed signatory page and Article 24 of the contract), and, if the project has received Board approval, an electronic copy of the Motion adopted by the Board of Regents showing the date of adoption. Construction Cost Limitation shall mean the sum of all the amounts related to construction cost: the cost of the construction work itself, the profit, overhead and administrative cost for the Construction Manager at Risk, and the Construction Manager at Risk's construction contingency.
- 7.5.4 The strategic plans for bidding the work, including the types of packages, the scope of work included in each package and a construction schedule for the implementation of each package as developed between the Component, design professional and the construction professional.
- 7.5.4.1 Approval of the bidding strategy by the AVCF is required for GMP approval.
- 7.5.4.2 When the strategy is acceptable, the VCCA will issue one Notice to Proceed to commence the overall construction duration while written approval must be obtained from the AVCF for each additional bidding package(s).
- 7.5.5 All submissions shall be made so as to provide a reasonable amount of time for the AVCF to review and comment, and for the Component to correct and resubmit.
- 7.5.6 If the project is staged, the Component may submit multiple GMPs, which will include corresponding reviews and bid packages.
- 7.5.7 Projects that include a GMP shall be subject to a financial and performance audit of the design and construction contracts. Selection of a project for audit will be made in accordance with criteria developed by the VCCA and approved by the System Internal Auditor. The expense of the audit will be borne by the Component, and all funds recovered shall be for the account of the Component.
- 7.5.7.1 Audits will be conducted by third party auditors under contract to the System, under the auspices of the Internal Auditor and the review and oversight of VCCA.
- 7.5.7.2 Audit findings shall be submitted to the VCCA and the System Internal Auditor for review, comment and distribution to the Component.
- 7.5.7.3 Final audit reports are transmitted to external oversight entities as required by law.
- 7.5.7.4 The Component shall determine in consultation with the VCCA what recovery, if any, to seek from the Architect-Engineer and/or the construction manager-at-risk or design-builder.

## E-Builder



- 7.6 All capital projects except those generally delegated to the President's authority under Section 2.6 or specifically delegated to the President's authority in writing shall be managed using the System's program management software, e-Builder. This means that all project documentation from the placement of the project on the Capital Improvement Program through closeout will be accomplished in or otherwise uploaded to e-Builder pursuant to procedures implemented by the Vice Chancellor for Contract Administration and communicated to the Components.
- 7.7 For projects managed in e-Builder, all contractual documentation including but not limited to Notices to Proceed, Change Orders, pay application requests, and contract amendments (including GMP proposals agreed to by the System) shall be approved electronically by the person(s) authorized to do so in these Policies and Procedures, and evidence of such approval shall be legally sufficient for all purposes. The only exception to this policy is the initial contract between the Board of Regents and the Architect-Engineer, Contractor, Construction Manager-at-Risk, Design-Builder, programming consultant, third-party project manager and/or other professional, which shall be manually signed in hard copy by each party to the contract.
- 7.8 As a transitional matter, projects initiated prior to the implementation of e-Builder are not governed by this Section 7.5.
- 7.9 The Components are encouraged to utilize e-Builder for projects delegated to the President's authority but they are not required to do so.

## Section 8: Close-Out

- 8.1 Both the Component and the VCCA approve the final inspections and close-out of design and construction contracts. The Component shall:
- 8.1.1 Notify the AVCF when Substantial Completion and Final Completion inspections are scheduled, and when all design services required are complete.
  - 8.1.2 Transmit final audit reports/inspections as required by law or required by authorities having jurisdiction.
  - 8.1.3 Resolve all outstanding contract changes, with no outstanding service or work items remaining.
  - 8.1.4 Provide the AVCF with executed substantial completion and final completion checklists, final payment checklist and the close-out matrix for Operation & Maintenance documents.
  - 8.1.5 Provide the VCCA with a Final Project Report to the Board per *Section 6: Project Reporting & Oversight Reviews* above.
  - 8.1.6 Conduct a one year warranty and submit to the VCCA a warranty walk-through letter noting all deficiencies discovered and need of correction and the subsequent follow up warranty letter when all corrections have been made.

## Section 9: P3 Project Process

- 9.1 Applicability. This Section 9 sets forth the procedural and policy requirements for delivering a capital project using a public-private partnership (P3). For purposes of this Manual, a P3 project is a capital project delivered pursuant to a set of contractual arrangements that enable the System to partner with a private-sector entity or group of entities in such a way that the private-sector entity or entities not only construct, but also retain ownership of, the capital asset for some period of time following completion of the project. P3 projects delivering facilities that will not be occupied or used by a Component or the System following completion (such as ground leases in which the System's only interest is as a ground lessor) are not subject to the provisions of this Section 9, and are governed by applicable provisions of the System *Rules and Regulations*. Refer to the eManual for a fuller discussion of P3 project types.
- 9.2 Construction with other provisions of this Manual. To the extent that a provision in this Section 9 is in conflict with another provision in this Manual, this Section 9 shall apply in lieu of the other provision. In all other cases, the general provisions elsewhere in this Manual apply to P3 projects.
- 9.3 Approval authority not delegated. Despite any provision to the contrary in this Manual, the Board's authority to approve P3 projects is not delegated to the President or to the Chancellor, regardless of the anticipated total project cost of the P3 project.
- 9.4 A P3 project shall be approved as provided in Sections 2.1.3 and 2.2.6.
- 9.5 The detailed P3 process is ~~under development and will be~~ included in the eManual.

**END OF MANUAL**

## Process for Public-Private Partnership (P3) Projects

1. Applicability. This document sets forth the detailed process applicable to the delivery of a P3 project as described in Section 9 of the TSUS Policies and Procedures for Planning & Construction (P&P).
2. Determination of appropriateness of the P3 delivery method. The determination that a project is appropriate for delivery as a P3 project shall be made by the VCCA with the concurrence of the Component President and the VCF. A preliminary determination shall be made at the time of inclusion of the project in the CIP, and shall be revisited at the time of project initiation. The determination shall be made in consideration of the following criteria:
  - Is the project sufficiently complex in terms of technical and/or financial requirements to leverage effectively private sector innovation and expertise?
  - If the required public funding is not currently available for the project, could using a P3 delivery method accelerate the delivery of the project?
  - Would the P3 delivery method help foster efficiencies through the appropriate transfer of risk over the project life-cycle? Is there an opportunity to bundle projects or create economies of scale?
  - Would the transfer of project risks and potential future responsibilities to the private sector on a long-term basis be of significant value to the System and the Component?
  - Does the project have the potential to generate revenue to partially offset the public funding requirement if necessary? Could the System pay for the project over time, such as through an Availability Payment, as opposed to paying the entire costs up front? An Availability Payment is a periodic payment conditioned on certain performance requirements.
  - To what extent would delivering the project as a P3 help free up funds or leverage existing sources of funds for other projects within the System?
3. Project Initiation. Inclusion of a project on the CIP, identification of a P3 as a source of funding for the project, and the determination described in Section 2 above, shall constitute preliminary authority for the project to proceed as a P3 solicited project. Unsolicited P3 projects (projects which are initially proposed by private sector entities without any solicitation by the System or a Component) will not be considered for initiation.
4. Project Screening. After a P3 project has been initiated in accordance with Section 3, the project shall again be evaluated in light of the criteria set forth in Section 2. This evaluation shall include the VCCA, the VCF, the Vice Chancellor and General Counsel, other System officers as appropriate, the Chief Financial Officer of the Component, and other Component officers as appropriate. In addition, the desirability and feasibility of delivering the project as a P3 shall be evaluated based on the following additional factors:
  - Effect on the public;
  - Probable market demand;
  - Stakeholder support;
  - Technical feasibility;
  - Financial feasibility;
  - Proposed financial structure; and
  - Legal feasibility.

5. Prioritization. If there are concurrent, multiple P3 projects requiring resources from the System, the proposed P3 project shall be prioritized by the VCCA in light of existing resources, current level of project development, project necessity, System and Component missions and priorities, and public funding requirements. In light of this prioritization, it may be necessary to delay a P3 project or, if feasible, to allocate additional outside resources to the delivery of the project.
6. Project Development. After a project has completed the Project Screening and Prioritization phases and has been selected for the TSUS P3 program, the next step is development of an Outline Business Case (OBC). The development of the OBC is generally the responsibility of the Component, with assistance as needed from the System Office. Depending upon the complexity of the project, the Component may wish to engage the services of a third party consultant to assist in this process. The OBC will be an internal document and will not be released as a part of the procurement process. The OBC should provide evidence of the following:
  - The project fits within the objectives and policies of the System and the mission of the Component;
  - The project provides the best value for the System and the Component;
    - The OBC should identify realistic and achievable options and quantify in monetary terms the costs and benefits of each option;
    - A sensitivity analysis shall be performed on the best value option to test its robustness;
    - The analysis shall result in a cost/benefit analysis (in net present value terms) and shall specify the risks inherent in the option; and
    - The VCCA may determine that a preliminary Value for Money analysis should be performed to compare the value to the System and the Component of the project as delivered through a P3 process with the value that would result from a conventional delivery method.
  - The project is attractive to the market, can be procured and is commercially viable;
  - The project is affordable, identifying the relevant funding sources and describing the impact on the Component's budget; and
  - The project is deliverable under the TSUS Policies and Procedures for Planning and Construction.
7. Approval to proceed to procurement. The VCCA, in consultation with the VCF and other System officers as appropriate, shall review the OBC for compliance with Section 6. When the OBC has been found to be acceptable, the project will proceed to the procurement stage.
8. Procurement. Generally, a P3 project will undergo a two-step procurement process; however, the VCCA may determine that the two steps may be merged if in the best interest of the project.
  - 8.1 A Request for Qualifications is the first step to evaluate the qualifications of the respondents and determine a short list (typically three to five firms) to advance to the next step. The RFQ shall be prepared by the VCCA with assistance from the Component and issued by the System. The evaluation committee will be appointed by the VCCA, and will include participants from both the System Office and the Component.

- 8.2 If there are no qualified respondents, the VCCA may decide to cancel the procurement or re-procure the project at a later date.
- 8.3 The VCCA shall inform the respondents in writing whether or not they have been short-listed to proceed to the RFP stage, and shall make any other required notifications to other agencies and stakeholders.
- 8.4 The VCCA shall, with assistance from the Component, prepare a draft Request for Proposal. The VCCA shall collaborate with the TSUS General Counsel's office in the preparation of a draft comprehensive agreement to accompany the RFP. The VCCA may choose to issue the documents in draft form to the short-listed respondents and/or hold proprietary one-on-one meetings to solicit feedback on the proposed RFP and the draft agreement. The VCCA will then issue the RFP in final form to the short-listed respondents.
- 8.5 The VCCA and other appropriate persons (with financial, technical and legal expertise) will evaluate responses to the RFP based on suitable criteria that have been established and documented prior to the opening of the proposals. The OBC will be updated with the information included in the bids received to develop a Full Business Case (FBC). The System shall reserve the right to conduct a Best and Final Offer (BAFO) process with some or all the short-listed proposers who meet certain criteria with respect to their initial bids.
- 8.6 Prior to recommending the selection of a preferred proposer to the Chancellor and the Board of Regents, the VCCA will cause to be performed a final Value for Money (VfM) analysis, taking into account all information that has been developed during the procurement process. The VfM analysis will be reviewed by the persons described in Section 8.5 to determine that the award of the P3 provides value-for-money to the System. This final VfM will be incorporated into the FBC for submission to the Board of Regents for approval.
- 8.7 The FBC shall be presented to the Chancellor for approval. Upon such approval, the FBC will be presented to the Board of Regents at a regular or called meeting for approval.
9. Conditional Award. Upon Board approval of the FBC, the VCCA makes a conditional award of the contract to the highest ranked proposer ("Preferred Proposer") and begins negotiations with the Preferred Proposer on a final contract. The VCCA will then inform the other proposers in writing regarding the conditional award, and will make other notifications as necessary.
10. Suspension or Termination of Negotiations or Procurement. If at any point in the contract finalization process, the VCCA determines that the Preferred Proposer will not provide the System with the best value, the VCCA may suspend or terminate the procurement or choose to terminate negotiations with the Preferred Proposer and begin the process of finalizing a contract with the next highest ranking proposer. This process may continue until a contract is finalized or the procurement is terminated.
11. Commercial and Financial Close. When a contract is finalized, the project shall proceed to Commercial Close. If Financial Close is not simultaneous with Commercial Close, the project shall proceed to Financial Close upon the signing of the comprehensive, final

contract. The contract shall be administered by the VCCA, as Owner's Designated Representative, and a representative of the Component as Owner's Designated Site Representative.

12. VCCA Discretion to Tailor Process. This process is provided as a detailed outline of the expected process for TSUS P3 projects. The VCCA has the discretion to tailor the process to specific projects as may be necessary or desirable to achieve the goals of the System's facilities program. This may involve streamlining the process for less complex P3 projects or adding additional process requirements for unique or more complex P3 projects.
13. Cost. All direct costs associated with design, prioritization, selection, procurement, delivery and subsequent operation of a P3 project are the responsibility of the component requesting the project. Such costs include, but are not necessarily limited to the following steps outlined in the TSUS Process for Public-Private Partnership (P3) Projects:
  - determination of appropriateness
  - project initiation
  - project screening
  - prioritization
  - project development
  - approval to proceed
  - procurement
  - conditional award
  - suspension or termination of negotiations or procurement
  - commercial and financial close
  - litigation

## APPENDIX – MISCELLANEOUS

BYLAWS OF EMMETT & MIRIAM McCOY  
COLLEGE OF BUSINESS ADMINISTRATION DEVELOPMENT FOUNDATION

ARTICLE I  
OFFICES

Section 1. Principal Office. The principal office of the corporation in the State of Texas shall be located at 601 University Drive, in the City of San Marcos, County of Hays, State of Texas, Zip Code 78666. The corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

Section 2. Registered Office and Registered Agent. The corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation in the State of Texas and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II  
MEMBERS

Section 1. Members. There shall be no members of the corporation.

ARTICLE III  
BOARD OF DIRECTORS

Section I. General Powers. The affairs of the corporation shall be managed by its Board of Directors except as provided in Article II. Directors need not be residents of Texas.

Section 2. Number, Designation, Tenure, and Qualifications. The number of directors shall be not less than ~~eight~~ seven or more than ~~ten~~ nine. Each director shall hold office until his/her death, incompetence, resignation, or expiration of his/her term of office as herein provided (Article IV, Section 3). Incompetence shall be determined by the majority agreement of three ~~physicians~~ ~~doctors~~ appointed by the Board of Directors of the corporation.

There shall be two Directors who are employees of the College of Business Administration (McCoy College) at Texas State University (University) and these directors are hereinafter referred to as "McCoy College Directors." Each McCoy College Director shall hold, or previously have held, one of the following positions at the McCoy College: assistant dean, associate dean, or chairperson of a department of the McCoy College. The McCoy College Directors shall be nominated by the Nominating Committee of the Board and elected by the Board with each McCoy College Director having a term of three years except for the first two McCoy College Directors who shall have staggered terms as determined by the Board of Directors.

There shall be two Directors designated as McCoy Family Directors. The McCoy Family Directors shall be Emmett McCoy, Miriam McCoy or a lineal descendant of Emmett McCoy and Miriam McCoy. The first McCoy Family Directors shall be Emmett McCoy and Miriam McCoy and



each of them shall serve until their death, resignation, or incompetence. The successor McCoy Family Directors to each of Emmett McCoy and Miriam McCoy shall be selected as follows:

a. Emmett McCoy and Miriam McCoy shall select the first successor McCoy Family Director and the survivor of the two of Emmett McCoy and Miriam McCoy shall select other successor McCoy Family Directors with the person or persons naming the McCoy Family Director specifying the term of office for each McCoy Family Director appointed by said person or persons and other conditions and terms to the person serving as a McCoy Family Director with Emmett McCoy and Miriam McCoy being able to name other successor McCoy Family Directors subject to the preceding part of this paragraph.

b. If no successor McCoy Family Director is named pursuant to the preceding part of III.2. within sixty days of the vacancy in a position of a McCoy Family Director, the vacancy in the McCoy Family Director position shall be elected by the Board of Directors of the Emmett & Miriam McCoy Foundation (The Emmett & Miriam McCoy Foundation is a separate foundation from the Emmett & Miriam McCoy College of Business Administration Development Foundation) with the selections coming from lineal descendants of Emmett McCoy and Miriam McCoy.

c. If no McCoy Family Director is selected pursuant to the preceding parts of III.2. within ninety days of a vacancy in a position of a McCoy Family Director, then the vacancy in the McCoy Family Director position shall be filled by the remaining McCoy Family Director naming the successor McCoy Family Director from Emmett McCoy, Miriam McCoy, and the lineal descendants of Emmett McCoy and Miriam McCoy.

d. If no McCoy Family Director is selected pursuant to the preceding parts of III.2. within one hundred twenty days of a vacancy in a position of a McCoy Family Director, then the vacancy in the McCoy Family Director position shall be filled by the Board of Directors of the corporation naming a successor McCoy Family Director from Emmett McCoy, Miriam McCoy, and the lineal descendants of Emmett McCoy and Miriam McCoy.

e. Upon fifty years from the date of the creation of the first endowment of the Foundation (April, 2054), the places on the Board of Directors allocated to McCoy Family Directors shall be selected by the same procedure as "Outside Directors" with the qualifications as provided for Outside Directors.

There shall be not less than two or more than four Outside Directors with the number of Outside Directors being expanded to not less than four nor more than six when there ceases to be McCoy Family Directors as herein provided. The Outside Director positions shall be persons who have an interest in the McCoy College and who have either achieved success in business or have excelled at their university level business education who are not employees of Texas State University (University) at the time they are elected as a director. The Outside Directors shall be nominated by the Nominating Committee of the Board and elected by the Board.

The Dean of the McCoy College shall be a voting Director, Ex Officio.

~~The President of the University shall be a voting Director, Ex Officio. [There shall be one Ex Officio Director who shall have no power to vote as director with the Ex Officio Director being the person named by the President of the University from the persons holding the following offices at the University:~~

~~1. The President of the University.~~

~~2. The Chief Academic Officer of the University.~~

~~3. The Chief Fiscal Officer of the University.]~~

Section 3. Regular Meetings. The Board shall meet quarterly or as called by the President of the Board or three members of the Board. A regular quarterly meeting of the Board of Directors shall be held each fiscal quarter on the date designated by the President or three (3) or more Board members with the meeting in the first quarter being the regular annual meeting. Without notice the Board of Directors may provide by resolution of the Board the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board. The Board of Directors may set policy concerning telephonic or video conferencing participation of Directors in regular meetings.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any three directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board called by them. The Board of Directors may set policy concerning telephonic or video conferencing participation of Directors in special meetings.

Section 5. Notice. Notice of any regular or special meeting of the Board of Directors shall be given at least ten days previously thereto by written notice delivered personally, sent by mail, or sent by any electronic means as is commonly used in business practice telegram, telecopier or email to each director at his/her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice be given by email or or other acceptable electronic meanstele copier, such notice shall be deemed to be delivered when it is sent. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 6. Quorum. ~~A majority of the then serving directors [Five-sevenths (5/7) of the then serving members]~~ of the Board ~~[of Directors]~~ shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than said number of the directors are present at said meeting, the meeting shall be adjourned-a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors then serving at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by these Bylaws, or the articles of incorporation. ~~A majority plus one of the then serving directors of the Board is [Six-sevenths (6/7) of the voting directors are]~~ required to consent to the following actions:

- a. Amendment of the articles of incorporation of the corporation.
- b. Amendment of the Bylaws of the corporation.

Section 8. Vacancies and Election of Board of Directors. Any vacancy occurring in the Board of Directors shall be filled as provided in Section 2 of Article II for the applicable director position unless the vacancy is by reason of an increase in the number of directors in which event it shall be filled as provided in the bylaw amendment expanding the number of directors.

Section 9. Compensation. Directors, as such, shall not receive any stated salaries for their services but may be reimbursed for their expenses of attending Board meetings. The Board may set policy concerning travel reimbursement.

Section 10. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors.

Section 11. Removal of a Director. Any McCoy College Director or Outside Director elected by the Board of Directors may be removed from office by a vote of **a majority plus one.** ~~[six-sevenths (6/7) of the voting directors serving on the Board of Directors. The Ex Officio Director may be removed by the]~~ The President of the University, the Dean of the McCoy College, and the McCoy Family Directors cannot be removed from office by the Board of Directors.

#### ARTICLE IV OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including an Executive Director, one or more Assistant Secretaries, and Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President, ~~and Secretary,~~ and Executive Director.

Section 2. Election and Term of Office. The officers of the corporation shall be elected every year by the Board of Directors at the regular annual meeting or the meeting preceding the designated annual meeting of the Board of Directors. The Nominating Committee of the Board of Directors shall nominate the officers, and nominations may be made by any director at the meeting at which the election takes place. If the election of officers shall not be held as stated above, at the annual meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and shall in general control and supervise all of the business and affairs of the corporation. The

President shall preside at all meetings of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the corporation; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall not be an employee of Texas State University during his/her term as President.

Section 6. Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or Board of Directors. The Vice President shall not be an employee of Texas State University during his/her term as Vice President.

Section 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have ~~oversight and review charge and custody of and be responsible for~~ of all funds and securities of the corporation; ~~He/she shall also receive and give~~ or cause to receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and ~~shall deposit~~ or cause to be deposited all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws.

Section 8. Secretary. The Secretary shall keep or cause to be kept the minutes of the meetings of the Board of Directors ~~and ensure an official copy is retained in foundation records in one (1) or more books provided for that purpose~~; give all notices in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation, and affix the seal of the corporation to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

9. Executive Director. See Article XII.

## ARTICLE V CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

Section 2. Checks and Drafts. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such

officer or officers, agent, or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Contributions. The Board of Directors may accept or reject on behalf of the corporation any contribution, bequest, or devise for the general purposes or for any special purpose of the corporation. The minimum contribution to be accepted by the corporation shall be set by a resolution of the Board of Directors.

#### ARTICLE VI BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors. All books and records of the corporation may be inspected by any director or his/her agent or attorney for any proper purpose at any reasonable time.

#### ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall be the same as the fiscal year of Texas State University —~~San Marcos~~ which presently begins on the first day of September and ends on the last day of August in each year.

#### ARTICLE VIII SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form as adopted by the Board of Directors.

#### ARTICLE IX WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Notices may be given by mail, hand delivery, email, tele copier, or express delivery service.

#### ARTICLE X LIABILITY AND INDEMNIFICATION

Section 1. When Indemnification is Required, Permitted, and Prohibited.

a. The corporation shall indemnify a director, officer, committee member, employee, or agent of the corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the corporation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The corporation shall not indemnify a person who is found liable to the corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

b. The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the corporation.

c. The corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the corporation when the person is not a named defendant or respondent in the proceeding.

d. In addition to the situations otherwise described in this Article X, the corporation may indemnify a director, officer, committee member, employee, or agent of the corporation to the extent permitted by law. However, the corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of X.1.a.

e. Before the final disposition of a proceeding, the corporation may pay indemnification expenses permitted by the bylaws and authorized by the corporation. However, the corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the corporation or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

f. If the corporation may indemnify a person under the bylaws, the person may be indemnified against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

## Section 2. Procedures Relating to Indemnification Payments.

a. Before the corporation may pay any indemnification expenses including attorney's fees), the corporation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in X.2.c. The corporation may make these determinations and decisions by a vote of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

b. The corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible.

c. The corporation shall pay indemnification expenses before final disposition of a proceeding only after the corporation determines that the facts then known would not preclude indemnification and the corporation receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under X.1.a., above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

## ARTICLE XI COMMITTEES

Section 1. Establishment of Committees. The Board of Directors may adopt a resolution establishing one or more committees delegating specified authority to a committee, and appointing or removing members of a committee. A committee shall include ~~three~~ threetwo or more directors ~~and shall not include persons who are not directors~~. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the president its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:

- a. Amend the articles of incorporation.
- b. Adopt a plan of merger or a plan of consolidation with another corporation.
- c. Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the corporation.
- d. Authorize the voluntary dissolution of the corporation.
- e. Revoke proceedings for the voluntary dissolution of the Corporation.
- f. Adopt a plan for the distribution of the assets of the Corporation.
- g. Amend, alter, or repeal the bylaws.



h. Elect, appoint, or remove a member of a committee or a director or officer of the Corporation.

i. Approve any transaction to which the Corporation is a party and that involves a potential conflict of interest.

j. Take any action outside the scope of authority delegated to it by the Board of Directors.

Section 2. Nominating Committee. There shall be a Nominating Committee of the Board which shall consist of the Dean of the McCoy College and the two McCoy Family Directors. If there are no longer any McCoy Family Directors, then the places of the McCoy Family Directors on the Nominating Committee will be elected by the Board for one (1) year terms. The Nominating Committee shall nominate officers of the corporation and the McCoy College Directors of the corporation and the Outside Directors of the corporation.

Section 3. Term of Office. Except as provided in XI.2., each member of a committee shall continue to serve on the committee until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.

Section 4. Chair and Vice-Chair. One member of each committee shall be designated as the chair of the committee and another member of each committee ~~may~~ shall be designated as the vice-chair. The chair ~~shall be~~ and vice-chair ~~may~~ shall be appointed by the Board of Directors of the corporation. The chair shall call and preside at all meetings of the committee. When the chair is absent, is unable to act, or refuses to act, the vice-chair, if one is appointed, shall perform the duties of the chair. When a vice-chair acts in place of the chair, the vice-chair shall have all the powers of and be subject to all the restrictions upon the chair.

Section 5. Notice of Meetings. Notice of a committee meeting shall be given in the same manner as notices of Board of Directors' meetings ~~delivered to each member of a committee not less than seven nor more than thirty (30) days before the date of the meeting~~. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.

Section 6. Quorum. One-half (1/2) of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is not present at any time during a meeting, the chair shall adjourn ~~and reconvene~~ the meeting ~~one time without further notice~~.

Section 7. Actions of Committees. The vote of a majority of committee members present and voting at a meeting at which a quorum is present shall constitute the act of the committee unless the act of a greater number is required by law or the bylaws.



Section 8. Proxies. A committee member may not vote by proxy.

Section 9. Compensation. Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee members of expenses of attendance, if any, for attendance at each meeting of the committee. A committee member may serve the corporation in any other capacity and receive compensation for those services. Any compensation that the corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

Section 10. Rules. Each committee may adopt rules for its own operation not inconsistent with the bylaws or with rules adopted by the Board of Directors.

## ARTICLE XII EXECUTIVE DIRECTOR

Section 1. Terms of Employment. The Executive Director is an officer of the corporation but is not a Director of the Board. The Executive Director shall be appointed and removed by the Board of Directors. The Executive Director may be either a full-time or part-time employee as determined by the Board of Directors ~~with the Executive Director being named by the Board of Directors.~~ If the Executive Director is a part-time employee of the corporation and also a part-time employee of the University, then the employee will be carried on the University payroll with the corporation reimbursing the University for an appropriate part of the salary and benefits of the Executive Director. If this individual is a university employee, then the individual must be hired by University procedures.

Section 2. Responsibilities of the Executive Director. The responsibilities of the Executive Director, which are subject to modification by the Board of Directors, are as follows:

- a. ~~Execute, or supervise the execution of [Implement]~~ the policies of the corporation.
- b. Administer the day to day operations of the corporation.
- c. Review and report to the Board of Directors on the programs and expenditures of the McCoy College that are funded by the corporation with respect to compliance with all donor gift agreements approved by the corporation and the Bylaws.
- d. Provide the line of communications for day to day business between the corporation, the McCoy College, and the University.
- e. Establish an appropriate record keeping system. Maintain accurate, timely, and complete records of the business of the corporation.
- f. Serve as the principal Board contact with outside professionals representing the corporation including attorneys and accountants.
- g. Other duties as determined by the Board such as fundraising.

Section 3. Qualifications. The Board of Directors may determine the qualifications of the Executive Director. ~~The Executive Director should have significant experience in university administration; however, the Board of Directors may select someone with other significant experience including and not limited to experience in private business. An individual is not~~

~~qualified to be appointed as Executive Director if he/she is a member of the faculty of the University unless the individual already holds an administrative position in the McCoy College. The Executive Director should have good oral and written communication skills to be able to effectively represent the corporation with outside parties.~~

## ARTICLE XIII ENDOWMENTS

Section 1. Creation of Endowments and Matching Funds. The corporation, by action of the Board of Directors, may create endowments for the benefit of the University's College of Business Administration in addition to the endowments provided for in these Bylaws. With the donor's permission, ~~t~~The corporation may~~will~~ permit its funds to be used in a matching program to encourage new gifts to the corporation. The details of any matching program will be agreed to by the Board of Directors and the University. Upon a donor allocating funds to an endowment, the allocation of funds shall not be changed without the consent of the donor and the Board of Directors.

Section 2. Endowment for Faculty Support. An endowment is created to support the faculty (Faculty Support) at the McCoy College, including chairs and professorships. The minimum endowment for a chair is \$2,000,000.00. A donor can match the corporation funding and have a chair named as designated by the donor, with the name subject to the approval of the Board of Directors and the University. The minimum match for a chair by the second donor is \$1,000,000.00. Subject to the direction of a second donor, the area of each endowed chair shall be as agreed upon by the Board of Directors and the University. University procedures will be used to select the recipient of each Chair. Initially the chairs will be named "CBA Excellence Chair of (area of designation)", and a permanent name will be designated by the matching donor after a matching gift is received. The minimum endowment for a professorship is \$600,000.00. A donor can match the corporation funding and designate the professorship name, subject to the approval of the Board of Directors and the University. The minimum match for a professorship is \$300,000.00. Subject to the direction of a second donor, the area of each endowed professorship shall be as agreed upon by the Board of Directors and the University. University procedures will be used to select the recipient of each professorship. Initially the professorships will be named "CBA Excellence Professorship of (area of designation)", and a permanent name will be designated by the matching donor after the matching gift is received.

Section 3. Endowment for Faculty Development. An endowment is created to support faculty development at the McCoy College. Subject to the direction of a matching donor, the allocation of funds among the five areas of Faculty Development shall be as agreed upon by the Board of Directors and the Dean of the McCoy College with the Dean of the McCoy College having the power to disburse the funds received by the University within the area of allocation with the areas of Faculty Development including the following:

- a. Grants to support faculty in the summer to allow these faculty to develop course material, develop new programs or enhance their professional qualifications.
- b. Expenses of faculty associated with attending professional conferences.
- c. Salary support for internships for faculty to gain experience working with business enterprises.
- d. Alternate salary and expense source to support faculty applied research.

e. Costs associated with a speaker program with speakers for a program funded by more than 25% by the corporation will be approved by the corporation.

Section 4. Endowment for Student Support (McCoy Scholars Program). An endowment is created to support students at the McCoy College. The minimum endowment for an Undergraduate Scholarship of Excellence is \$200,000.00. A donor can match the corporation funding and designate the name of the Undergraduate Scholarship subject to the approval of the Board of Directors and the University. The minimum match is \$100,000.00. Criteria for awarding Undergraduate Scholarships of Excellence will normally be based upon one or more of the following: academic excellence, leadership ability, and financial need. The specific criteria and the amount of the award will be developed by the McCoy College and approved by the Board of Directors. Awards of scholarships to individuals will be made following University procedures.

The minimum endowment for an Undergraduate Scholarship of Distinction is \$100,000.00. A donor can match the corporation funding and designate the name of the Undergraduate Scholarship of Distinction subject to approval of the Board of Directors and the University. The minimum match is \$50,000.00. Criteria for awarding Undergraduate Scholarships of Distinction will normally be based upon one or more of the following: academic excellence, leadership ability, and financial need. The specific criteria and the amount of the award will be developed by the McCoy College and approved by the Board of Directors. Awards of scholarships to individuals will be made following University procedures.

The minimum endowment for an Undergraduate Scholarship of Merit is \$50,000.00. A donor can match the corporation funding and designate the name of the Undergraduate Scholarship of Merit subject to approval of the Board of Directors and the University. The minimum match is \$25,000.00. Criteria for awarding Undergraduate Scholarships of Merit will normally be based upon one or more of the following: academic excellence, leadership ability, and financial need. The specific criteria and the amount of the award will be developed by the McCoy College and approved by the corporation. Awards of Undergraduate Scholarships of Merit to individuals will be made following University procedures.

The minimum endowment for a Graduate Fellowship of Excellence is ~~\$2100,000.00~~. A donor can match the corporation funding and designate the name of the Graduate Fellowship of Excellence subject to approval of the Board of Directors and the University. The minimum match is ~~\$4050,000.00~~. Criteria for awarding Graduate Fellowships of Excellence will normally be based upon one or more of the following: academic excellence, leadership ability, and financial need. The specific criteria and the amount of the award will be developed by the McCoy College and approved by the Board of Directors. Awards of Graduate Fellowships of Merit to individuals will be made following University procedures.

The minimum endowment for a Graduate Fellowship of Distinction is ~~\$50,000.00~~~~400,000.00~~. A donor can match the corporation funding and designate the name of the Graduate Fellowship of Distinction subject to approval of the Board of Directors and the University. The minimum match is ~~\$25,000.00~~~~50,000.00~~. Criteria for awarding Graduate Fellowship of Distinction will normally be based upon one or more of the following: academic excellence, leadership ability, and financial need. The specific criteria and the amount of the award will be developed by the McCoy College and approved by the corporation. Awards of Graduate Fellowships of Distinction to individuals will be made following University procedures.

Section 5. Endowment for Student Development. An endowment is created to support student development at the McCoy College. The fund will provide support to students and their faculty advisors competing regionally, nationally, and internationally; support for student organizations to provide seed money for things such as projects, travel funds, conference registration. The Dean of the McCoy College will determine the disbursement of funds made available under this endowment.

Section 6. Endowment for Program Development. An endowment is created to support program development at the McCoy College. The allocation of funds among these programs is by the Board of Directors based upon recommendations from the Dean of the McCoy College with the Dean of the McCoy College having the power to disburse the funds received by the University within the area of allocation. Program development includes the following:

- a. New programs such as innovations in teaching, applied business centers, and speaker series;
- b. Recognition awards for faculty excellence in specific areas; and
- c. Flexible source of funds to meet future needs of the McCoy College that are unknown at this time.

ARTICLE XIV  
Nondiscrimination

The Foundation is committed to an inclusive environment that provides equal opportunity and access to all qualified persons. To the extent not in conflict with federal or state law, the Foundation prohibits discrimination or harassment on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity, or expression in any of its activities or operations.

ARTICLE XV  
AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a vote of ~~a majority plus one of the then serving directors of the [at least six-sevenths (6/7) of the voting directors on the]~~ Board of Directors.

Date approved by the Board of Directors \_\_\_\_\_

Date approved by the Regents of the Texas State University System. \_\_\_\_\_

\_\_\_\_\_  
William T. Chittenden, Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian F. McCoy, President

\_\_\_\_\_  
Date

**BY-LAWS**

**TEXAS STATE UNIVERSITY SYSTEM FOUNDATION, INC.  
[AS AMENDED JUNE 8, 2001, AND FEBRUARY 16, 2006]  
WITH APPROVED 2009 AMENDMENTS  
AND APPROVED MARCH 30, 2012 AMENDMENTS**

**ARTICLE I**

1. The name of this corporation is Texas State University System Foundation, Inc.
2. The principal office of the Corporation in the State of Texas shall be located at the Thomas J. Rusk Building, 208 E. 10<sup>th</sup> Street, Suite 600, Austin, Texas 78701.
3. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may designate from time to time.

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**ARTICLE II**

1. Management of Board. The business and affairs of the Corporation shall be managed by its Board of Directors. Members of the Board of Directors must be current or former members of the Board of Regents of the Texas State University System, former administrators within the Texas State University System, or such other individuals of accomplishment and distinction that reflect the ideals and values of the Corporation and will assist in fulfilling its purpose.

2. Number of Directors. The number of directors shall consist of seven persons appointed by the Chair of the Board of Regents of the Texas State University System. Three directors, including the Chair of the Corporation, shall be current members of the Board of Regents of the Texas State University System and four directors shall be former members of the Board of Regents, former administrators within the Texas State University System, or other individuals selected by the Chair of the Board of Regents of the Texas State University System. The Chancellor of the Texas State University System shall serve as an *ex officio* member of the Corporation's Board.

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3. Length of Term. Directors shall serve until a successor director is appointed.

4. Advisory Directors. The members of the Board of Directors may select additional persons to serve with them as Advisory Directors. The term of office for such Advisory Directors shall be for one year without restriction on reappointment. The Advisory Directors shall be privileged to attend all meetings of the Board of Directors, except when the Board of Directors determines otherwise. The Advisory Directors shall participate fully in the discussion

of the business and affairs of the Corporation, offering their advice and counsel, but they shall not be entitled to vote.

5. Resignation. Any director may resign at any time by giving written notice of such resignation to the Board of Directors.

6. Regular Meetings. ~~Regular~~ meetings of the Board of Directors shall be held ~~quarterly (February, May, August and November)~~, at such time and place as designated by the Chairman for ~~transaction of the Corporation's business.~~

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7. Special Meetings. Special meetings of the Board of Directors may be called at the request of the Chairman of the Board, Vice Chairman, or by either of them on written request of any member of the Board of Directors. The time and place of such meetings shall be designated by the authorized person or persons calling such special meetings. In the Chairman or Vice Chairman's judgment, the meetings may be held by telephone or teleconference. If, in the Chairman or Vice Chairman's judgment, an emergency arises or exists that jeopardizes the well-being of the corporation, a special meeting may be called upon two hours' written notice.

8. Notice of Meetings. Notice of all directors meetings shall be given at least three (3) business days previously thereto by written notice delivered by any means reasonably calculated to reach the director. Any director may waive notice of such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting. Any business may be transacted at any director's meeting.

9. Chairman. At all meetings of the Board of Directors, the Chairman or Vice Chairman or, in their absence, a Chairman chosen by the Directors present, shall preside.

10. Quorum. At all meetings of the Board of Directors, a majority of the directors duly appointed, qualified, and acting shall be necessary and sufficient to constitute a quorum for the transaction of business; and, the act of a majority of directors present at any meeting at which a quorum is present shall be the act of the entire Board of Directors, except as may be otherwise specifically provided by statute or by these Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice.

11. Compensation. Directors shall not receive any stated salary for their services as such, but by resolution of the Board of Directors, expenses of attendance, if any, may be allowed for attendance at each annual or special meeting of the board. The Board of Directors shall have power, in its discretion, to contract for and to pay special compensation appropriate to the value of such services to directors rendering unusual or exceptional services to the Corporation.

Advisory Directors shall not receive any stated salary for their services as such, but by resolution of the Board of Directors, a fixed sum or expenses of attendance, if any, or both, may be allowed for attendance at each annual or special meeting. The Board of Directors shall also

have power, in its discretion, to contract for and to pay special compensation appropriate to the value of services to any Advisory Directors, rendering unusual or exceptional services to the Corporation.

12. Powers. All the corporate power, except as otherwise provided for in these Bylaws and in the laws of the State of Texas, shall be and are hereby vested in and shall be exercised by the Board of Directors. The Board of Directors may, by general resolution, delegate to committees of their own number or to officers of the Corporation, such powers as they may see fit.

A. To advance education through financial support of the operations of the Texas State University System or its Components;

B. To provide a legal entity to receive, hold, manage, and control property, whether real, personal, or mixed, acquired by the Corporation by donation, gift, grant, devise, bequest, purchase, or other means;

C. To transfer or use all or any part of the corpus or income for the benefit of the System or its Components in accordance with the general or specified purposes stipulated by donors, grantors, or testators, or, in the absence of such stipulation, for such uses as may be determined by the Board of Directors;

D. To establish, lease, construct, finance, operate, manage, renovate, and improve System or Component facilities functionally related to or in support of such facilities (the "Facilities");

E. To construct, operate, maintain, improve, buy, own, sell, convey, assign, mortgage, or lease real property and personal property;

F. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; and

G. To carry out all powers necessary or convenient to fulfill its purposes including the powers now or hereafter enumerated in the Texas Non-Profit Corporation Act (within and subject to the limitations of Section 501(c)(3) of the Code).

### ARTICLE III

1. Officers. The officers of the Corporation shall be a Chairman, a Vice Chairman, an Executive Director, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Any two offices may be held by one person, but in no instance may the office of Chairman, Vice Chairman, and Executive Director be held by one person. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Deleted: Secretary



2. Terms. The officers of the Corporation shall be elected by the Board of Directors at the ~~November meeting of the Board in each year.~~ Each officer shall hold office until his successor shall have been duly elected. Any officer or agent elected or appointed by the Board of Directors may be removed by said Board whenever, in its judgment, the best interest of the Corporation would be served by such removal.

**Deleted:** annual

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3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4. Chairman. The Chairman of the Board of Regents of the Texas State University System shall appoint the Chairman of the Board of Directors of the Corporation. The Chairman of the Board of Directors of the Corporation shall preside at all meetings. He or she may also sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed and, in general, shall perform all duties incident to the office of the Chairman and such other duties as may be prescribed by the Board of Directors from time to time.

5. Vice Chairman. In the absence of the Chairman or in the event of his or her death or disability, the Vice Chairman shall perform the duties of the Chairman, and when so acting shall have all the powers and be subject to all of the restrictions of the Office of Chairman. The Vice Chairman shall perform such other duties as from time to time may be assigned to him or her by the Chairman or the Board of Directors.

~~6. Executive Director. The Executive Director shall manage the day to day affairs of the Corporation, including: receiving and giving receipts for monies due and payable to the Corporation from any source; depositing all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors. The Executive Director shall be responsible for the keeping of accurate books of account of the affairs of the Corporation, and shall exhibit such books at all reasonable times to any director on application at the offices of the Corporation. He or she shall present to the Board of Directors annually a complete report of the financial condition of the Corporation for the preceding calendar year.~~

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7. Secretary. The Secretary shall keep the minutes of the Board of Directors meetings, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the corporate records and seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized and required by law, and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board of Directors.

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8. Treasurer. The Treasurer shall review and verify the accuracy of the books of account, tax forms, financial audit reports, and other documents and reports involving

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~~the financial affairs of the Corporation. He or she shall also review and approve any payments by the Corporation to the Executive Director,~~

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**ARTICLE IV**

Agents and Representatives. The Board of Directors may appoint such agents and representatives of the Corporation with such powers and to perform such acts or duties on behalf of the Corporation as the Board of Directors may see fit, so far as may be consistent with these Bylaws to the extent authorized or permitted by law.

**ARTICLE V**

Contracts and Services. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

**ARTICLE VI**

Fiscal Year. All books and records of the Corporation shall be kept on a calendar year basis beginning on September 1<sup>st</sup> of each year.

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**ARTICLE IV**

1. Gifts. Gifts and donations to the Corporation may be received, held, either in trust or otherwise, and disbursed for the purposes for which the Corporation was formed.

2. Trusts. The Corporation may place, or have placed for it, gifts of real or personal property in trusts, unitrusts, security trusts, annuity trusts, and any other type of trust permitted by the laws of the State of Texas so long as it will not threaten disqualification of this Corporation under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or successor federal statutes.

3. Trustee. The property held in trust for the benefit of this Corporation may be administered by this Corporation as trustee or by a trustee unrelated to this Corporation, whether that trustee be corporate or otherwise.

4. Powers. The Board of Directors of the Texas State University System Foundation, Inc., and their successors in office shall hold, manage, control, sell, exchange, lease, convey, mortgage, or otherwise encumber, invest or reinvest, and generally have the power to dispose of in any manner, for any consideration and on any terms, the said money and/or property, as in their discretion may from time to time seem to them just and proper; and said

Board of Directors above mentioned shall, from time to time, pay out of the income or, if said income be insufficient, out of the principal, all expenses of operation, and all expenses incurred in the furtherance of the purpose or purposes of each individual trust.

5. Ownership. Neither any donation to said Foundation nor any fund or property arising therefrom in whatever form it may take shall ever become a part of any State fund nor in such instance shall the State Legislature have the power to be otherwise authorized to change the purposes thereof or to divert such donation, fund, or property from those designated purposes.

#### **ARTICLE VIII**

Dissolution. Upon dissolution of Texas State University System Foundation, Inc., all assets, both real and personal, shall automatically become the personal and real properties of the Texas State University System, in accordance with the purposes established in the Charter and Bylaws of Texas State University System Foundation, Inc.

#### **ARTICLE IX**

Amendments. Only the Board of Regents of the Texas State University System shall have power to make, alter, amend, and repeal the Bylaws of the Corporation by affirmative vote of a majority of the Board.

## APPENDIX – PRESIDENTS' REPORTS



# LAMAR UNIVERSITY

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

President's Briefing  
for The Texas State University System Board of Regents  
May 2017

## **RETENTION & RECRUITMENT:**

Lamar climbed to another record enrollment in the spring, 2017 semester as all-source headcount reached 14,103. Semester credit hours (SCH) dipped slightly to 151,674. CBM (reportable) heads totaled 13,636 and SCH came in at 147,234, both down slightly. Although a record headcount was set, overall enrollment was essentially flat. Compared to spring, 2016, all of the Colleges except Engineering, experienced growth in majors. The College of Business led the way with a 5.8% increase, followed by Arts and Sciences at 2.1%. At the program level, the highest growth occurred in Educational Leadership, up 236 majors (or 11.5%); in dual credit enrollments, up 169 (97.1%); and in online MBA students, up 52 (38.8%). Graduate student enrollments dipped (down 5.9%), but undergraduate numbers improved (up 1.6%). The College of Business also led in SCH growth, up 6.3%, followed by Education and Human Development at 3.0%. The other Colleges lost SCHs compared to last year.

Lamar's SACS-COC Quality Enhancement Plan (QEP) will target student retention and focus on at-risk students in *gate-keeper* courses such as college algebra, English composition, and American History. Cardinal Communities, a unique blend of Freshman Interest Groups (FIGs) and disciplinary Learning Communities, will launch this fall with curricula, service, and social activities designed to enhance student engagement and success, including retention. More traditional student success programs, including tutoring, supplemental instruction, mentoring, and intrusive advisement, continue to assist Lamar students.

Recruiting efforts and metrics for the fall 2017 point to growth as applications and acceptance numbers are up across most new student populations. The addition of admissions representatives and consultants, innovative marketing strategies, targeted scholarship programs, and new target markets continue to produce significant application and acceptance activity among new prospects. Lamar is on pace to award a record number of scholarships, including the prestigious Mirabeau Scholarships. Led by President Evans, Lamar continues to cultivate online partnerships with private sector corporations and search for new student markets around the globe.

## **ACADEMIC AFFAIRS:**

### **College of Arts & Sciences**

#### *Department of History*

Dr. Mary Shear, Professor and Chair of the Department of History, was recently named as Fellow of the East Texas Historical Association. It is the association's highest honor and is given to recognize a body of lifetime scholarly achievement and professional service. In addition, she is founding Director of The Mirabeau B. Lamar Center for History and Culture of Southeast Texas and the Upper Gulf Coast, which was one of five "Visionary Projects" selected for funding to advance the university's scholarship in both teaching and research. The award was in the amount of \$210,00 and included colleagues Dr. Jim Sanderson (English), Dr. Terri, Davis (Political Science), Professor Donna Meeks (Art), Dr. Stuart Wright, (Sociology), Dr. Jim Westgate (Geology), Dr. Penny Clark (Library) and Mr. Troy Grey (Director, Gladys City Museum).

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

Dr. Stuart Wright, Chair of the Department of Sociology, Social Work & Criminal Justice, published a new book, *Storming Zion: Government Raids on Religious Communities* (with Susan J. Palmer, Oxford University Press, 2016). Dr. Wright was invited to give book lectures recently at McGill University (in Montreal) and Rice University. The book has been nominated for the American Sociological Association's Distinguished Book Award in Religion.

#### *Department of Mathematics*

Dr. Ted Mahavier, Professor of Mathematics, National Consultant on Inquiry-Based Learning, Learning in Mathematics, hired by the University of Alabama Birmingham and St. Mary's University in San Antonio for mentoring faculty toward teaching and learning in which the classroom environment is characterized by the student

being the active participant while the instructor's role is decentralized. Dr. Mahavier is the Founder and Managing Editor of *Journal of Inquiry-Based Learning Mathematics*.

#### *Department of Political Science*

Dr. David Castle, Professor of Political Science, will be featured as the lead article Volume 1, 2017, of *The Midsouth Political Science Review*. His article, "Institutional Innovativeness in Southern State Governments, 1960-2010," is the culmination of years of primary research and data collection on the legislative politics and processes of state governments.

#### *Students*

##### *Department of English and Modern Languages*

Students offered eight paper presentations during Lamar's 3<sup>rd</sup> Annual Humanities, Arts, Social Sciences, and Education Conference. The event was hosted by the university's Office of Undergraduate Research. Their presentations covered a wide-range of topics from Spanish literature to creative writing to perspectives on leadership.

Two Lamar students presented posters at the University of Houston Graduate College of Social Work Research Conference held on December 2, 2016. *Vanessa Robinson earned first place* in her cohort for her presentation titled: "Children's Views of Violence in Their Lives," and *Bria McZeal earned second place* in her cohort for her presentation titled "Student Interventions with Music and Memory".

#### **College of Business**

##### *Department of Information Systems and Analysis*

Purnendu Mandal, professor of information systems, published and edited the book "Entrepreneurship in Technology for ASEAN", publisher Springer. He is the Editor for the Springer Book Series "Managing the Asian Century".

In collaboration with the University of Wisconsin-Milwaukee and Heifei University of Technology in China, Audrey Zhao, assistant professor of Management Information Systems, makes recommendations for improving Hospital Information Systems (HIS), making them more accessible to patients and resulting in improved doctor/patient relationships and patient satisfaction. The research paper generated from the study has been published in *Information & Management*, an A\* journal in the ABDC journal quality list.

Dr. Ricardo Tovar-Silos served as a reviewer for the *International Journal of Business and Economics Perspectives*, a double blind peer-reviewed journal published by the International Academy of Business and Public Administration Disciplines.

#### *Students*

2016 MIS graduates have found employments in companies such as Lockheed Martin, Houston Methodist, KPMG as IT Analysts with a starting salary ranging from 60-65K.

MIS students graduating from 2012-2015 are working in companies such as Facebook, Paypal, HP, Apple, Accenture, Netsuite, etc. with a salary in the range of 85-100K.

MBA graduates with ERP/SAP concentrations have found employment in companies such as Tokio Marine HCC, BoldstrideSolution LLC, Techminds Software Solutions, Cognizant Technology Solutions, Apple Inc./VisualsAffect LLC, etc. as Business Analysts with an approximate starting salary of 95K.

#### **College of Fine Arts and Communication**

##### *Department of Art*

Assistant Professor Dr. Stephanie Chadwick:

- conducted research for an upcoming article and book chapter on Jean Dubuffet: Materiality and Meaning as a grant recipient at the *Getty Research Institute* in Los Angeles.

- short essay on Piet Mondrian's Composition II in Red, Blue, and Yellow published on the Smarthistory and Khan Academy websites. Dr. Chadwick has also agreed to publish two essays on artist Jean Dubuffet for Smarthistory and Khan Academy this summer.

Professor Kurt Dyrhaug:

- recently installed three outdoor sculptures at the 2016 Yokna Sculpture Trail (University of Mississippi, Oxford, MS), 2016 Sculpture Walk Peoria (Peoria, IL), and Jeske Sculpture Park (St. Louis, MO). Dyrhaug's work will be on view at these venues through 2017.
- recently selected for CraftTexas 2016, a biannual exhibition at the Houston Center for Contemporary Craft. Professor Dyrhaug is one of 38 artists selected from a pool of more than a 200 artists from the state of Texas. This exhibition will be on display from September 23, 2016 through January 8, 2017.
- teaching a study abroad course in Hilmsen, Germany. Students from Lamar University and Baylor University will be studying sculpture, cast metal, and 3D printing at the Atelierhaus Hilmsen Molzberger Academy from July 24 through August 15. Students will also be visiting art museums in Berlin and Dessau during their studies in Germany.

*Department of Speech and Hearing Sciences*

#### **Articles**

Taylor, B., Manchaiah, V., & Clutterbuck, S. (2016). Using the Personal Assessment of Communication Abilities (PACA) Tool. *Hearing Review*, 23(3), 20.

Bellon-Harn, M., & Credeur-Pampolina, M. (2016). Contrastive word pairs: Examination of child responses during a broad-based language treatment. *Contemporary Issues in Communication Sciences and Disorders*, 43, 1-10.

Durisala, N., Manchaiah, V., Granberg, S., & Möller, K. (2016). Determination and classification of the problems experienced by adults with single-sided deafness using ICF classification: an exploratory study using 26 participants. *Clinical Otolaryngology*.

#### **Students: Conferences**

MacGlaughlin, H., & Hamilton, B. (2016, March). Early access to natural language, the launchpad for successful language acquisition. Early Hearing Detection and Intervention (EHDI), San Diego, CA.

Wolsey, J. A., Knight, T., Lee, C, Gentry, M. A., Smith, Z. Y., Musyoka, M. M., Clark, M. D., & Andrews, J. F. (2016, February). A mixed method picture of early reading in signing deaf children: Book reading, book retelling, and drawings. Poster presentation at the annual meeting of the Association for College Educators-Deaf and Hard-of-Hearing (ACE-DHH), New York, NY.

#### **Reaud Honors College**

The Reaud Honors College was honored to host the 2017 Great Plains Honors Council Conference (GPHC), March 31-April 2. 6 States were represented and 44 educational institutions outside of the area were present at the GPHC Conference for a total of 440 student participants.

#### **UNIVERSITY ADVANCEMENT:**

**Lamar University Center for Innovation, Commercialization, and Entrepreneurship.** Lamar University celebrated the opening of its state-of-the-art home for the Center for Innovation, Commercialization and Entrepreneurship (CICE) on April 5, 2017 before a crowd of state, business, community, and educational leaders, in the new 21,000 square-foot innovation center.

The new building houses 18 offices and conference rooms, four laboratories, three training rooms, an event center, a modeling and simulation center, a Student Idea Center and Hatchery, as well as the Small Business Development Center, Center for Advances in Port Management, Center for Research in Educational Innovation and Digital Learning, and High Performance Computing Laboratory.

The CICE is a partnership between Lamar University's College of Business and College of Engineering and the Southeast Texas business community. The center is a conduit for industry and university interaction, including projects, on-going research, student experiential learning, special events and training. The center promotes a strong emphasis on

student development and training to prepare graduates for rewarding careers by familiarizing them with entrepreneurial real-world projects. New businesses supported by the center are technology-focused providing products and services for existing and future industry.

The dedication ceremony included presentations from Lamar University President Ken Evans, and The Texas State University System Chancellor, Brian McCall. Vice Chairman of the Board of Regents, Bill Scott, attended the ceremony and welcomed members of the Center for Innovation, Commercialization and Entrepreneurship Board of Advisors for their inaugural meeting.

**Lamar University Center for Advances in Port Management Program.** Lamar University inaugurated its Center for Advances in Port Management by hosting alumnus Jorge Quijano, administrator of the Panama Canal Authority, who presented on the “Development and Operation of the Newly Expanded Panama Canal and Vision for Its Future”, on February 24, 2017 in the new Center for Innovation, Commercialization and Entrepreneurship.

Quijano’s presentation was of specific interest to the business community in Southeast Texas, because the Sabine-Neches Waterway is the world’s busiest navigation channel for military traffic and one of the nation’s busiest for commercial vessel traffic. The public ports of Beaumont, Port Arthur and Orange, as well as the many petrochemical terminals on the waterway have already taken advantage of the increased Panama Canal capacity. The first LNG vessel to pass through the new Panama Canal locks debarked from the Sabine Pass LNG Terminal.

Quijano, holds bachelor’s and master’s degrees from Lamar University and heads the autonomous agency that manages the leading interoceanic waterway serving world maritime commerce. He has worked with the proclaimed Eight Wonder of the World for 41 years. As CEO, Quijano drives a diversification strategy while promoting the development of local logistics activities to reap the most benefit from Panama’s enviable geographical position so that it can further evolve as the “Hub of the Americas.”

Quijano was named Distinguished Alumnus for 2017 and serves as a member of the Lamar University Civil Engineering Advisory Council and has returned to LU to lecture in the College of Engineering and to share with business, industry and governmental representatives from across this and neighboring states on the Panama Canal expansion and its impact on trade.

#### **CAPITAL IMPROVEMENTS:**

**Wayne A. Reaud Administration Building:** Construction is complete and the building is fully occupied. The project is under budget, with savings expected to be returned to Lamar from construction contingency and buy-out. Final construction cost reconciliation from SpawGlass is due in early April. Record drawings are in process and will be complete by the end of April. The building HVAC issues have been corrected and the Building Automation System (BAS) is complete and stable. All owner training is complete except for the BAS, which is scheduled for mid-April. The furniture punch list is complete. All issues noted on the Texas Accessibilities Standards (TAS) inspection report have been corrected except for the assistive listening devices. The procurement of the devices and their integration into the existing AV systems will be overseen by Lamar IT. Work is expected to be complete in May. The project team anticipates that the project will be completely closed out in May.

**Center for Innovation and Commercialization:** Construction is complete, furniture is installed and the building is occupied and in use for its intended purpose. Except for two HVAC issues, all punch list items are complete. Owner training is expected to be complete in mid-April. Contractor close-out documents are being reviewed by the design team. Only one item was cited on the TAS inspection report and it is in the process of being corrected as of early April. The grand opening took place on April 5.

**Setzer Student Center Renovation:** The GMP was executed on October 18, and mobilization began immediately in late October. Construction is estimated to be completed in early January 2018. The project budget is \$27.9M, which entails Lamar’s direct costs for the renovation. The interior renovation and underground utilities are progressing as scheduled, however, during building pad preparation a significant amount of contaminated soil was discovered. Recent heavy rains have resulted in additional contamination of water on the site. The soil and water have been tested and will be removed from the site and disposed of according to their hazardous waste classification throughout the month of April. All schedule float will be consumed first, but there could still be an adverse impact to the project schedule as a result of the delays caused by the contaminated soil. The food service provider, Chartwells/Compass Group, expects to have their contractor on board by the end of April and they will be mobilizing on site in May to coordinate the build-out of the food service area with the rest of the work.

**Science & Technology Building:** The GMP was executed in March. Substantial completion is scheduled for November 30, 2018. Vaughn Construction began mobilization in mid-March and is in the process of issuing subcontracts to start work at the south central plant. Temporary parking lots will be constructed during the month of April to make up for parking spaces lost when Vaughn captures the main building site in early May. The design for a permanent replacement lot is underway and that lot is expected to be complete for the fall semester. Construction on the Science & Technology building will begin in May. All interior finishes have been reviewed and approved by the steering committee and senior administration. Lamar is awaiting a proposal from Chartwells/Compass Group on the food service venue.

**Cardinal Village Improvements:** Planning has begun for the second phase of the planned multi-year refurbishment. Lamar has elected to escalate one year of the Capital Improvement Plan by undertaking renovations of interior finishes and exterior corridors in the summer of 2017 to two of the residence halls, Combs and Morris Halls. Construction documents were issued in late March and the RFP has been posted on the ESBD website. Bids are due the third week of April. Construction will commence on May 15 and is scheduled for substantial completion in mid-August.

**Music Annex Building:** The project in its current iteration has been cancelled until Lamar can reassess the departmental programming needs, proposed location and funding allocation.

**Library Lobby Renovation/Starbucks:** The first phase of work began over the winter 2016 break to isolate the future construction area from the rest of the library and to create a new temporary building entrance. The University will provide infrastructure and Chartwells/Compass Group will construct the Starbucks coffee shop in the northern third of the lobby. The RFP has been posted on the ESBD website and bids are due late April. Construction will start in May and is expected to take 5 months. The University work includes a new storefront for the new entrance to the library, modernization of lobby finishes, infrastructure upgrades and modifications to the two east stairwells to make them compliant with current life safety codes.

**ChE Unit Operations Lab:** Construction documents are complete, an RFP has been posted on the ESBD website and bids are due late April. Construction will begin in May and is scheduled for completion in late October. The scope entails demolition and complete renovation of approximately 3,500 SF of lab space in the Lucas Engineering building. The lab will be used by the Chemical Engineering department to teach multiple industry processes. The renovation will include upgrades to the HVAC system, installation of fire suppression, new plumbing, electrical and telecommunications systems and accessibility modifications.

**Classroom, Office and General Building Upgrades 2017:** Construction documents are complete and bids have been received for upgrades to common area lighting in eight academic buildings. Of the areas affected, approximately 70% of the scope entails replacement of fluorescent lamps with high efficiency LED lamps in existing fixtures, while the remaining 30% will be a complete replacement of older inefficient fluorescent or incandescent fixtures with LED fixtures. The areas affected in each building include classrooms, labs, conference rooms, restrooms, and other common areas. Due to funding limitations, at this time the scope does not entail lighting upgrades in private offices. Work is estimated to begin in May and expected to be complete in the fall of 2017.

#### **INFORMATION TECHNOLOGY:**

**Completed projects:** implementation of a College of Engineering high performance computing cluster (HPCC); security awareness program deployment; production go-live for Ellucian Banner 9; completion of the Windows 10 pilot program; and the help desk and change management phase of our IT Service Management solution Service-Now. **New projects:** none initiated this quarter. **Current projects:** EAB's student success collaborative; endpoint encryption; Qualtrics survey implementation (system-level collaborative project); implementation of a Science DMZ through NSF cyberinfrastructure grant; digital signage; development of encryption standards; phase II of campus network refresh; continued security camera and access control system deployment; IT risk assessment; and security and system management policy development. **Upcoming projects:** Banner 9 self-service modules; Banner 9 go-live for LIT and LSC-O; and eSignature deployment.





# SAM HOUSTON STATE UNIVERSITY

## President's Briefing for the TSUS Board of Regents May 2017

### **RECRUITMENT AND RETENTION**

College Choice, a leading authority in college and university rankings and resources, has published its 2017 ranking for the 10 Best Online Business Schools in Texas, and Sam Houston State University ranked 3<sup>rd</sup>. College Choice created the 2017 ranking for Best Online Business Schools in Texas based on a program's reputation alongside its average return on investment.

For the sixth year in a row, SHSU has earned impressive national recognition in *U.S. News & World Report's* annual rankings of online education programs. SHSU ranked 1<sup>st</sup> in the nation for Online Graduate Criminal Justice Programs, 11<sup>th</sup> for Online Graduate Computer Information Technology Programs, and 22<sup>nd</sup> for Online Graduate Education Programs.

Music graduate students Sorin Frisan and Eduard Gavril first touched piano keys when they were around five years old in their hometown of Targu-Mures, Romania. Almost twenty years later, the two recently won first place at the United States International Duo Piano Competition. Though they have only officially been a duo for about four years, their knowledge of each other's musical styles stretches back to grade school in Romania where they studied music together. Eventually, they decided to venture overseas to pursue their master's degrees at SHSU. Both Frisan and Gavril graduated this May and will stay at SHSU for one more year as accompanists.

### **INSTITUTIONAL DEVELOPMENT**

The university's \$125 million comprehensive campaign formally launched on Saturday, January 28, 2017, at The Woodlands Waterway Marriott Hotel and Conference Center. President Dana Hoyt announced the campaign's co-chairs as being SHSU Distinguished Alumni and SWBC business partners Charlie Amato and Gary Dudley. She also announced the acquisition of more than \$80 million in commitments for the campaign. Mr. Amato addressed the audience, stressing the importance of philanthropy and encouraging support of the university. (Mr. Dudley was unable to attend due to a family commitment.)

Through March of the 2017 fiscal year, Sam Houston State received \$11.5 million from 7,500 donors, which compares to \$9 million received from 7,700 donors during the same period last year.

Alumni Association's membership is nearly 12,500, with more than 2,900 of them holding Life Membership. The association held its annual Life Member Celebration on February 25, 2017, at the new J.W. Marriott Downtown Hotel in Houston. Almost 13,000 alumni and friends have attended 225 Alumni Association meetings and events. An all-time record of 725 students reserved to receive their senior class ring at the April 4, 2017, ceremony scheduled for Johnson Coliseum.



# SAM HOUSTON STATE UNIVERSITY

The university has received more than 25,000 media placements through March 2017. During this time, the Marketing & Communications has completed 3,100 projects. SHSU has 200,000 plus Facebook monthly users and nearly 80,000 Facebook Likes, together with 20,000 Twitter Followers.

With the addition of December 2016 graduates, the alumni-development database contains nearly 138,000 alumni and friends with valid addresses. In support of the campaign, the Advancement Services department has researched 5,000 potential major gift prospects.

Approximately 23,000 people have visited the Sam Houston Memorial Museum. More than 13,000 guests have attended events and meetings in the museum's Walker Education Center. Nearly 60 schools and 4,000 children have toured of the museum.

## **CAPITAL IMPROVEMENTS**

The South Residence Complex is approximately 99% complete.

The Biology Laboratory Building is approximately 22% complete.

The Thomason Building Re-Purpose began in February and is approximately 10% complete. The programming reconfigures the interior spaces from academic to administrative spaces; renovations will bring this facility up to current building, life-safety, and accessibility requirements and will address aging building systems.

## **INFORMATION TECHNOLOGY**

SHSU has begun renovation of a building to mitigate service and data risks by providing a secondary on-site IT Data center for SHSU. Anticipated move-in early fall 2017.

Reliability of Internet access and SHSU's web presence were increased recently with the addition of a secondary physical network path from the SHSU data center to the campus Internet service provider.

SHSU and Lamar University lead Texas and the nation in a small number of institutions that have followed "best practice" recommendations and deployed the latest version of the Banner 9 ERP system in order to mitigate risks and enhance the campus user experience.

IT and legal counsel are collaborating on resolution of a DOE Office of Civil Rights complaint regarding the accessibility of the SHSU website. SHSU disagrees with the "systemic" problem complaint, but acknowledges there are non-compliance issues. IT has begun an intense review of current practices and website publications to identify areas of risk and opportunity.



# SAM HOUSTON STATE UNIVERSITY

## CAMPUS SPECIFIC ITEMS

Sam Houston State University's Center for Law, Engagement, And Politics (LEAP) hosted the Texas Supreme Court on March 2, 2017. This was the first time the Texas Supreme Court visited Huntsville or SHSU, making the event a historic opportunity to see the state's highest court for civil appeals up close and in person. The Court heard two cases held in the Gaertner Performing Arts Center's Concert Hall.

Over the last six months, SHSU students and student organizations participated in numerous regional, state, and national events and conferences thanks to Student Service Fee Travel Funds. These travels allow students to strengthen leadership and educational skills and network with professionals. Some of the events include, the Southwestern Black Student Leadership Conference, the 2017 Total Leadership Challenge Conference, and the National American Music Association Conference. Students participated in the AIGA Blue Ridge Flux Competition, a nationwide annual student design competition, and SHSU Student Design Director, Cristal Zuniga, received Honorable Mention for her Department of Dance booklet. At the American Academy of Forensic Sciences, members of SHSU's Society of Forensic Science presented their research in the fields of DNA, toxicology, and trace evidence.



## SUL ROSS STATE UNIVERSITY

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™



### President's Briefing for the Board of Regents May 2017

#### **Institutional Effectiveness**

The focus of this department continues to be on preparations for the Southern Association of Colleges and Schools Commission on Colleges Accreditation Compliance Certification document that is due September 10, 2017. Dr. Jeanne Qvarnstrom, Assistant Vice President for Institutional Effectiveness participated as an observer on the College of Charleston SACSCOC Accreditation On-Site Committee Review from March 25 – March 30, 2017. She gained insights for hosting the Accreditation On-Site Committee for SRSU's scheduled SACSCOC review of April 3-5, 2018.

The Institutional Effectiveness department launched the 2017 National Survey of Student Engagement (NSSE) and increased the response rate by 8% from 12% in 2016 to 20% in 2017. The department attributed the increase to a closer collaboration with Student Government and Faculty Assembly, prize incentives, and more campus-wide advertising.

The QEP Oversight Committee continues to develop the Quality Enhancement Plan. The theme is "Raise the Bar: Communicating for Success", and it will focus on oral and written communication skills. The delivery method will be communication-infused courses, and faculty will be invited to enhance courses they currently are teaching with designated Student Learning Outcomes in communication skills.

The Institutional Effectiveness department submitted its Second Monitoring Report to the Southern Association of College and Schools Commission on Colleges on April 3, 2017, with the expectation that the most recent State Auditor's Audit and the contracted audit with Deloitte & Touche LLP will move SRSU into full compliance for financial aid (FR 4.7).

#### **Retention and Recruitment**

The fall 2017 semester continues to show growth. Freshmen applications reflect a 15% increase in admitted students over the same time last year while transfers and graduate applications remain steady. Registration for summer and fall semesters opened Monday, April 3 and to date, nearly half of the fall 2016 cohort has registered for fall classes.

The addition of the texting platform, Mongoose continues to prove valuable. In addition to outreach from admissions counselors regarding application status and important deadlines, admissions and recruiting will launch a decision day campaign encouraging admitted freshmen students to confirm their attendance in the fall with #futurelobo. This, in conjunction with efforts from our newly formed Office of New Student Activities, has led to more potential student involvement throughout the enrollment funnel.

The working draft of the Strategic Enrollment Plan is underway and reflects strategies and goals designed to reach those outlines in the 2020 Vision Progress report.

Enrollment Management started on two large projects this spring- redesigning our web presence as it relates to prospective students, parents, alumni and donors; and just started the pre-implementation phase of Ellucian CRM Recruit.

## **University Advancement**

The University received gifts from individuals and foundations totaling \$892,822.00 over this quarter, and continues to focus on strengthening alumni and major donor giving, as well as increased support from corporate and private foundations. The feasibility study has begun this quarter and is currently in the middle of constituent interviews. The feasibility study is expected to be completed by the end of the summer.

## **Rio Grande College**

Rio Grande College, Southwest Texas Junior College, and the Middle Rio Grande Development Council Education Committee co-sponsored an education summit to examine higher educational needs for the region. Approximately 90 area school district superintendents, high school principals, counselors, SWTJC and RGC staff were in attendance. Excellent feedback on current offerings and concerns for the future were exchanged. Financial Literacy classes were offered again this spring with widespread publicity. All RGC scholarship recipients in 2017-18 must complete financial literacy. The Del Rio Mexican Consul, as it has for the past four years, funded scholarships for 10 RGC students through its IME Becas program. The Eagle Pass Consul also participated in this program this year. RGC negotiated an agreement with Whataburger to fund three additional scholarships for the 2017-18 academic year. As RGC's Post Graduate grant, funded by the Department of Education completes its third year, many new graduate students have enrolled and received scholarships. TSUS sponsored a faculty development grant for RGC faculty which was a great success. Many thanks to Dr. John Hayek and Dr. Bill Angrove (Sam Houston State University) for their assistance. SHSU online program office, through its exceptional staff, provided in depth training and coaching for RGC (and selected Alpine) faculty to enhance online course delivery. All who participated expressed gratitude for the learning and appreciated the opportunity to develop connections with fellow TSUS institution faculty and staff. An additional training session is scheduled for mid-May. Future partnership with SHSU for faculty training is anticipated. Finally, Dr. Verónica Méndez-Maqueo, new Dean for RGC, has diversified the efforts on behalf of the faculty arranging for expanded training.

## **Capital Improvements**

Work on Phase One of the Campus Access Project continues as we approach project close out. Final Punch List items and issues that surfaced during construction are being addressed by Architecture and Pride Contractors from El Paso. A site visit by all parties to address remaining items in the field is scheduled for the week of January 16, 2017. Construction Documents for the Phase Two portion of the Campus Access Project are scheduled to be completed by the end of February 2017 and bids for that phase should be received by the end of March. Also scheduled for the mid-January visit of the design team is a review of the preliminary design efforts from Architecture for Phase Three of the Campus Access Project and the Visitor Center. Notices to proceed for Phase Three and the Visitor Center were sent to Architecture on December 14, 2016.

The construction of the Outdoor Classroom at the Agricultural and Natural Resource Sciences Center is at substantial completion and the Contractor – Alpha Building of El Paso, Texas – is addressing the final punch list items. Final drawings of the Native Seed Research Center are expected from the architect the Vandergriff Group for final review by January 17, 2017.

Vandergriff Group architects are working with their project surveyor to review the grades for the Kokernot Amphitheater renovations. Following the survey work we will receive their schedule for completing the project. Vandergriff is also planning a site visit to further investigate the Kokernot Lodge apartment area, the lodge roof and the proposed requirements for the amphitheater lighting.

Work on remediation of damages resulting from the major hail storm suffered in summer 2014 continues with several more roofs repaired. All other damage to windows, etc. has been addressed. Funding received from insurance proceeds is being used to fund these repairs.

### **Information Technology**

Sul Ross has awarded to Big Bend Telephone Company, LLC, the contract for a new telephone system. The new system replaces an aging telephone system that no longer has support. We anticipate the new system to be running by mid-summer.

DegreeWorks for the Rio Grande College is being implemented this spring. This system provides students, advisors and faculty better tools for degree audit, compliance and planning.

We have started plans for a redesign for our public website, [www.sulross.edu](http://www.sulross.edu). This new site will be focused on our primary audience of prospective students and features a Responsive Design capability, meaning that it work on any device including mobile phones and tablets. We anticipate some of the features and pages to be in place before the start of the fall semester.

### **Institutional Development**

**The Center for Big Bend Studies** continues to seek funding from a variety of sources for the Trans-Pecos Archaeological Program (TAP) and for research of the historic period in the region. The Center's report for the long-term archaeological survey of Big Bend National Park has moved forward and a draft of it is nearing completion. It reports on intensive archaeological survey of over 60,000 acres and documentation of over 1,500 sites, and presents a predictive model for the vast unsurveyed portion of the park. Once completed, the now 1,000+ page draft will go to the National Park Service for comments before being finalized and made available to the general public on the Center's webpage.

The CBBS remains actively engaged in archaeological research on several private ranches, with concentrations on Pinto Canyon Ranch (PCR) and the 02 Ranch. On PCR, excavations at Gateway Terrace and Cerro Hueco have been focused on intact buried thermal features dating to the Middle Archaic period (ca. 2500–1000 B.C.); analyses of our findings thus far at these sites is now underway. Additional work is underway at several other sites on PCR, Second Gate (Late Archaic [1000 B.C.–A.D. 700] thermal features and deposits) and Briscoe Midden (terminal Late Archaic and early Late Prehistoric period [A.D. 700–1535]). In addition, efforts are underway to test two caves on the ranch, Pala Vieja and Spirit Eye. The latter is the largest and most complex of the two—with two entrances, several tunnels leading to other rooms, and an upper tunnel/room that has yet to be explored—and contains extensive archaeological deposits that have been partially looted in the distant and more recent past.

On the 02 Ranch a block excavation at the 11,000-year-old Genevieve Lykes Duncan (GLD) site has moved closer to completion; excavation of a mostly intact 10,600-year-old oven is ongoing and deep testing is now also underway. Additional work at Perdiz Trail—a shallowly buried ca. 500-year-old site where we have identified two possible structural remnants—was recently conducted and completed our work at that site.

The CBBS continues down the path in construction of a searchable rock art database for the region, having gotten the working draft of it on a university server recently. The CBBS has a number of publications undergoing final writing/editing: 1) the *Journal of Big Bend Studies*, Volume 28; 2) the seventh publication in the TAP series, "Middle Archaic People of Eastern Trans-Pecos Texas: Their Life and Times"; 3) a book to be published by Texas A&M Press entitled "In the Shadow of the Chinatis: A History of Pinto Canyon in the Big Bend of Texas"; 4) a manuscript

on the Mexican Revolution slated for publication as part of our Occasional Papers series; and 5) an index for the *Journal of Big Bend Studies*, Volumes 20–28.

Plans are still underway for the CBBS to collaborate with Spain and Mexico on a project focused on a portion of the Spanish period (ca. A.D. 1683–1760) at La Junta (area around the confluence of the Rio Grande and Rio Conchos of Mexico). Currently, the CBBS and Mexico's *Instituto Nacional de Antropología e Historia* (INAH) are negotiating a memorandum of understanding (MOU) that would allow collaborations on a number of projects; significantly, this would be the only such agreement that INAH has with any U.S. university. Efforts to find and translate pertinent Spanish documents is ongoing at two archives in Mexico: the *Archivo General de la Nación* (AGN) and the *Centro de Estudios de Historia de México*; additional efforts are underway in Spain. A second phase of work on this project will involve excavations of Spanish mission sites; those in Chihuahua by INAH archaeologists and those in Texas by CBBS archaeologists. This collaboration promises to take the efforts of the Center to an international audience.

**Recent CBBS grants and donations received (Total=\$266,320):**

**\$170,320 received from individuals as donations**

**\$96,000 received from Foundations as donations**

**Rio Grande Research Center** personnel are involved in the ongoing study of the impact of the removal of invasive species (primarily giant river cane) in Boquillas canyon in Big Bend National Park. Our contributions include topographic surveys of sand and gravel bars in the canyon to monitor sediment mobility that should result from the removal of the cane.

RGRC is also continuing a sediment characterization study, “Quantifying Channel Morphologic Change along the Rio Grande in Boquillas Canyon within Big Bend National Park,” through support from the World Wildlife Fund.

**Borderlands Research Institute** within the College of Agricultural and Natural Resource Sciences – mission: to help conserve the natural resources of the Chihuahuan Desert Borderlands through research, education, and outreach. To meet that mission the BRI plans and conducts research investigations on various aspects of the natural world and provides the results to the land managers so that they may more effectively manage the resources with which they are entrusted. Here are highlights for January through March 2017:

**Grants/Gifts:**

--BRI is presently in a capital campaign and have received word from several donors regarding pledges for leadership gifts. Details will be shared once gift agreements are executed

**Events/Activities:**

--BRI successfully translocated 110 pronghorn as part of long term restoration project held in conjunction with TPWD and private landowners.

Proposals being finalized:

Dr. Yanfeng Yue submitted a proposal to the Welch Foundation Research Grant Program for the project, “Nanoporous Polymer Adsorbents Synthesis and the Application for Heavy Metal Ions Adsorption and Wastewater Treatment,” (\$65,000 per year for 3 years).

Dr. David Leaver submitted a proposal to the Welch Foundation Research Grant Program for the project, “Synthesis of Acyl Sulfonhydrazide Isosteres as Potential Inhibitor of KATA-6 (MOZ).”

This work has the potential to help cancer patients live longer. Total Amount: \$195,000

Dr. Angela Brown submitted a proposal for an undergraduate student to participate in the Summer Undergraduate Research Fellowship (SURF) Program offered at the National Institute of Standards and Technology (NIST) in Gaithersburg, Maryland. Total Amount: \$9,500

The Athletics Department submitted a grant to the Still Water Foundation for a new scoreboard at historic Kokernot Field. Total Amount: \$67,500

SRSU-Alpine has submitted a grant proposal for a Ronald E. McNair Postbaccalaureate Achievement Program through the Department of Education. This five-year grant will provide year-round services and activities to prepare 27 qualified, underrepresented and/or first generation and low-income, undergraduate students for a path to doctoral studies. (Appx. \$226,600 per year for 5 years).

### **Campus Specific Items**

Four McNair Scholars had abstracts accepted and presented at the Texas Academy of Science, March 3-5 at the University of Mary Hardin-Baylor in Belton. Yelixza Avila, Dominic Carrillo, Stephanie Elmore and Adrian Maldonado presented their research. McNair alumna, and now SRSU graduate student Michelle Lawhorn also presented. Adrian Maldonado, double major in Biology and Mathematics, won Best Chemistry Oral Presentation in the undergraduate competition, and Dominic Carrillo, double major in Computer Science and Mathematics, won Best Mathematics Oral Presentation in the undergraduate competition and the Amir Moez award for Excellence in Mathematics. Melissa Schenkman, Midland, was one of 10 students selected from over 100 presentations to make an oral presentation in graduate student competition.

Two McNair Scholars presented research findings at the National Conference on Undergraduate Research in Memphis, Tennessee on April 5-9. Stephanie Elmore, Geology major, presented a poster for her McNair project "An Oligocene-Eocene Limestone in Big Bend Ranch State Park" on Friday, April 8th. Natalie Davis, Communication major, orally presented her McNair project "The Evolution of Female Roles in Film: 2005-2015" on Saturday, April 9.

Dr. Kathy Stein, Executive Director of Student Success, was the keynote speaker at the Professional Development kick-off meeting at the Bridge Valley Community and Technical College in Charleston, West Virginia in January, 2017. Title of Dr. Stein's presentation was "Lions, Tigers, and Bears, Oh, My!: Understanding the Generations!"

Sul Ross State University student journalists brought home 29 awards from the annual Texas Intercollegiate Press Association (TIPA) convention, held March 30-April 1 in Dallas. Sul Ross students received 26 more awards in previously published categories, 16 for The Skyline news magazine, seven for The Brand student yearbook and three for The Sage literary magazine.

Betsy Evans, Outreach Librarian, has been chosen to participate in the 2017 Association of College and Research Libraries' Immersion Teacher Track program in July. The program focuses on teaching and assessment methods.

Jack Fletcher, a 1949 Sul Ross State University graduate and recipient of one of the university's first Distinguished Alumni Awards, recently received the Order of Australia Medal (OAM) in the General Division for his agricultural developments in the Kimberley region. Fletcher lives in Perth, Western Australia. Fletcher, 91, formed the Australian Land and Cattle Co. (ALCCO) in 1967, developed seven cattle stations with 100,000 head over a 4.3 million acre area, built feed



lots and packing plants and cultivated over 40,000 acres of grain sorghum, cotton, sunflowers and other crops.

Sul Ross State University's Borderlands Research Institute (BRI), Texas Parks and Wildlife Department (TPWD), El Carmen Land & Conservation Co. (ECLCC-CEMEX) and several other sponsoring organizations relocated ninety-eight mule deer does to Black Gap Wildlife Management Area (WMA) and adjacent ECLCC-CEMEX property in southeastern Brewster County in an effort to invigorate mule deer populations. This is the third year of the project.

Dean of Library and Research Technologies, April Aultman-Becker, has co-authored an article studying journal clubs (including gathering the literature) for medical fellows with her former colleagues at MD Anderson Cancer Center. The article was published in *MedEdPORTAL Publications*.

A film produced by Sul Ross State University alumna Megan Wilde, Alpine, won "Best Documentary Short" at the Deep in the Heart Film Festival in Waco in February. "Smokey" is a 12-minute documentary about Smokey Briggs, publisher of the Pecos Enterprise and Monahans News. Briggs also runs the press that prints the Big Bend Sentinel, Presidio International, Big Bend Gazette, Jeff Davis County Mountain Dispatch, and several other regional newspapers. Wilde, who completed her M.A. in Liberal Arts at Sul Ross last year, shot and edited the film during Prof. Bret Scott's documentary production course in summer 2015. She camped out at the Monahans Sandhills State Park for a few nights and followed Briggs through his daily routines in Monahans and Pecos.

Sul Ross State University rodeo standout Sam Powers, Sonora, won all-around cowboy honors at the first-ever San Antonio College Showdown, held February 12, in conjunction with the San Antonio Stock Show and Rodeo. "Sam turned in a superior effort in winning the all-around cowboy," said Sul Ross rodeo coach Jacob Gernentz. "Overall, these rodeo athletes represented Sul Ross very well this past weekend and have done an outstanding job thus far this season."

Dr. Kris Jorgensen, Professor of Mathematics, presented a lecture entitled "Fibonacci Polynomials and the Golden Ratio" to the Southwestern Section of the Mathematics Association of America in Las Cruces, on April 7.

Dr. Angela M. Brown received the Ron Barnes Distinguished Service to Students award at the Texas Section Meeting of the Mathematical Association of America on March 31.

Dr. Esther Rumsey, Director of International Studies, Dr. Chris Ritzi, Chair of the Department of Biology, Geology and Physical Sciences, Ms. Rouxi Wu, Administrative Assistant to the Director of International Studies, and Dr. Jim Case, Provost, travelled to China in March to visit administration, faculty and students at Heze University, Qin Zhou University, and Tallent College to continue efforts to develop faculty and student exchanges between the Chinese Universities and Sul Ross. In March and April, students from Heze University and Talent College were at SRSU for three-week cultural exchange experiences. In May, Prof. Greg Tegarden, Assistant Professor of Art, and two SRSU art students will travel to China where Prof. Tegarden will instruct ceramic workshops as well as studying Chinese ceramics. Ms. Wu is a graduate of Heze University.



**TEXAS STATE UNIVERSITY**  
**President's Briefing**  
**for the Board of Regents**  
**May 18-19, 2017**

**PLANNING**

The updated 2017-2023 Texas State University mission statement, accompanying shared values and goals have been approved by the Board of Regents and transmitted to the Texas Higher Education Coordinating Board. Subsequently, strategic plans from departments/schools/units were developed and used as a foundation for draft college and division plans. The final college and division plans will inform the overall University Plan.

Ensuring an opportunity for stakeholder input, open forums have allowed academic deans to present the strategic planning priorities of their colleges with a similar venue giving vice presidents and other members of the President's Cabinet an opportunity to share their priorities.

Also feeding into the process, three interdisciplinary *read-across* committees (innovation, honors college experience, and graduate education) have reviewed department/school and college plans to suggest opportunities for collaboration, gather information on requested resources, assess needs for infrastructure, and identify potential support and guidance from other university units. Summaries of *read-across* reports have helped the members of President's Cabinet to assemble final divisional plans.

All of these feeder mechanisms will yield the comprehensive 2017-2023 Texas State University Plan, which is now nearing completion. Additionally, this cyclical and accumulative process means that annual progress reports for the previous 2012-2017 University Plan continue to be compiled and posted on the University Plan website.

**RETENTION AND RECRUITMENT**

As of March 20, 2017, freshman applications for spring 2017 totaled 816 -- an increase of 104 applications (+14.6 percent) over 2016. Freshman acceptances for the spring increased to 226 -- an increase of 53 (+30.6 percent). New freshmen enrolling in spring 2017 increased to 117, an increase of 36 (+44.4 percent).

Spring 2017 transfer applications totaled 2,886 -- a decrease of 148 (-4.9 percent) over the prior year. Transfer acceptances are down 22 (-1.2 percent). New transfers enrolling in spring 2017 decreased to 1,228, a decrease of 80 (-6.1 percent).

Spring applications for master's students total 1,353 -- an increase of 180 applications (+15.3 percent) over 2016. The number of accepted master's students has reached 734, which represents an increase of 59 (+8.7 percent). The number of spring doctoral applications equals 20 -- a decrease of seven applications (-25.9 percent) over last year. Doctoral acceptances for the spring total 10 -- a decrease of three (-23.1 percent) in comparison to 2016. New graduate students enrolling in spring increased to 487, an increase of 47 (+1.4 percent).

The Doctor of Physical Therapy program begins in June 2017. The maximum doctoral student enrollment in the program is 42 and to date, 619 applications have been received.

The outlook continues to be bright for this fall's enrollment. As of March 20, 2017, we have received 31,164 freshman applications, an increase of 4.9 percent (+1,451 applications) over the prior year. Freshman acceptances now total 16,636, which is 11.7 percent (+1,745 acceptances) ahead of last year. A total of 3,370 transfer applications have been received thus far, which represents a decrease of 73 students (-2.1 percent). Transfer acceptances increased by 86 acceptances over last year (+4.9 percent). As of March 22, 2017, we have received 3,060 applications from master's students thus far, an increase of 265 (+9.5 percent). The number of accepted master's students totals 783 to date, an increase of 95 (+13.8 percent) over 2016. We have received 223 doctoral student applications, which represents an increase of 30 (+15.5 percent). The number of accepted doctoral students is 73, which equals the number of doctoral students admitted in fall 2016.

## **CAPITAL IMPROVEMENTS**

### **University Master Plan**

SmithGroupJJR and sub-consultants specializing in academic space needs planning, auxiliary space planning, transportation and traffic planning, research planning, civil engineering, utilities engineering, information technology, and cost estimation have been working with Texas State University since January 2016 to develop the 2017-2027 University Master Plan. The planning process began with a series of meetings in January and March 2016, to gather information from the university community. A master plan webpage was launched in January 2016 to solicit feedback from the university community and alumni. It can be found at <http://www.txstatemasterplan.com/>.

Meetings were held with the Texas State University Master Plan Committee, a committee that included Local Regental Committee Chair Donna Williams, University representatives, City of San Marcos representatives, and The Texas State University System staff. Meetings were also held with the City Manager of the City of San Marcos and his staff. Meetings on the San Marcos Campus have been focusing on the adequacy

of existing academic, research, athletic, recreational, student health, dining, and student residence facilities and the impact of future programs in their related strategic plans. Meetings have also been held concerning the Round Rock Campus, and STAR Park. Additionally, parking, shuttle service, and infrastructure systems are being assessed.

Preliminary recommendations, shared with the University in May 2016, were based on current space deficits and projected enrollment increases. These recommendations included the following: adding 2.1 million gross square feet (GSF) of academic and support space; 2,400 residence hall beds; 25,000 square feet of dining space; several outdoor recreation fields; 2,000 parking spaces; and an expanded Student Health Center. In August 2016, after making adjustments based on feedback received during the May 2016 meetings, the consultants reviewed the final drivers for the plan: 1.5 percent projected undergraduate growth annually; 3.0 percent projected graduate growth annually; achieving 68 assignable square feet per full-time equivalent student by 2027; achieving \$52 million total restricted research expenditures by 2027; and adding approximately 2,400 student beds on campus by 2027. This equates to approximately 2.2 million GSF of new space. SmithGroupJJR then presented two scenarios to the university and to the Texas State University Master Plan Committee, each addressing different approaches to density, integration of academic and student life, and location. The President and her Cabinet reviewed the “scenarios” and identified the priorities for the team.

The consultants returned to San Marcos in early October 2016 to present the Preliminary Master Plan to the University Community. They returned again in mid-October 2016 to present the Preliminary Master Plan to the Texas State University Master Plan Committee, including Regent Donna Williams. On December 14, 2016, discussions were held with the consultants regarding the STAR Park Master Plan, including placement of the Infrastructure Research Lab and proposed Multi-Tenant Research and Development Building. The proposed final Master Plan and the recommended STAR Park Master Plan were shared with the university community on February 28, 2017, and March 1, 2017. Members from the City of San Marcos City Council and staff reporting to the City of San Marcos City Manager were also invited. Feedback from attendees was positive.

Currently, SmithGroupJJR is working with Texas State to prepare the written report. Additionally, a presentation was made to The Texas State University System Planning and Construction Committee on May 9, 2017. Members of the Committee were provided a draft copy of the Master Plan report. The final document will include a look at “The Campus Today”; review of the findings for the San Marcos Campus, the Round Rock Campus, and STAR Park; address design guidelines; and include an implementation plan that will identify potential new and renovation capital projects, recommended sizes, locations, and basic cost estimates. The implementation plan will cover three phases: Short-Term Priorities for 2017-2022, Mid-Term Priorities for 2023-2027 and Long-Term Priorities Beyond 2027. The final Master Plan report will be presented to the Board of Regents at the August 2017 meeting for approval.

### **Projects in the Planning and Programming Phase:**

The **Albert B. Alkek Library Learning Commons** has a total project cost TPC of approximately \$10.9 million for Phase One and is on the current Capital Improvements Program (CIP). The repurposing of space for creation of a Learning Commons on the second floor, and portions of the first, third, and fourth floors of the Library, is under review. Facilities Programming and Consulting completed an updated Architectural Space Program in March 2017 which includes a cost estimate. The program has been forwarded to The Texas State University System office with a letter of approval from President Trauth.

Texas State University is working with Facilities Programming and Consulting in converting the **Albert B. Alkek Library 7<sup>th</sup> Floor Wittliff Collections Expansion** Project Feasibility Study into a final Architectural Space Program. The program was complete in April 2017. The TPC is anticipated to be \$7.4 million.

**Elliott Hall Repurposing.** Elliott Hall, which opened in 1963, is located next to McCoy Hall and has three freestanding buildings: two for student housing rooms and one for community/ administrative functions. Elliot Hall A and B are three-story buildings with 15,510 GSF and 14,603 GSF respectively. Elliot Hall Administration is a two-story building with 7,180 GSF. Texas State wants to repurpose the buildings to achieve classroom, office, and laboratory space. Programming will determine the amount of space for each category of use. The 37,293 GSF building repurposing project has an estimated TPC of \$6.5 million.

Facilities Programming and Consulting is preparing the Architectural Space Program for the **Health Professions Building (Encino Hall) Space Reconfigurations** project which was added to the CIP in May 2015. The scope of this project focuses on the repurposing and remodeling of the vacated spaces in the existing building. User interviews were held in March 2017. A selection of the architect and contractor is targeted for May 2017. The design begins in summer 2017 and construction will commence in summer 2018, with an anticipated completion in summer 2019. The anticipated TPC is \$5.4 million.

The **New Residence Hall Complex** project, which includes the demolition of Hornsby and Burluson Halls and construction of a new complex with approximately 1,025 beds on the Hilltop area of the San Marcos Campus is ready for revised programming. Facilities Programming and Consulting completed the initial program in November 2015, but needs to be revised to fit the new footprint. This project is on the current CIP and the TPC is estimated to be approximately \$150 million.

Urgent repairs in an estimated amount of \$6 million are needed as part of the **Hines Academic Center Structural Improvements** project. The project will include rebuilding the exterior façade of one side of the building and making associated structural repairs. The scope of work has been established and the Request for Qualifications (RFQ) for engineering services were issued in April 2017. The project is on the current CIP.

The **Ingram School of Engineering Structures Testing Laboratory** is on the CIP. The name is to be changed to the **Infrastructure Research Laboratory**. This project is targeted to be operational in time for the new Civil Engineering degree program which will begin in fall 2019. The laboratory design will allow the testing of full-size highway bridge girders and may include both strong wall and strong floor areas. The Architectural Space Program is underway by Facilities Programming and Consulting and is targeted for completion and approval in April 2017. The TPC is targeted at \$12 million.

**Jowers Renovation.** Athletics will relocate its offices and other functions from Jowers to the newly expanded University Events Center in 2018. The vacated space in Jowers is much needed for the degree programs in the Department of Health and Human Performance and for the Dance program in the Department of Theatre and Dance. Renovated space will be used for faculty offices and laboratory/research space. The 13,561 GSF Jowers renovation project has a TPC set at \$3.5 million.

Facilities Programming and Consulting is preparing the Architectural Space Program for the **Roy F. Mitte Building Space Reconfigurations** project which is on the current CIP. This project will focus on the repurposing of the vacated spaces after selected departments/schools relocate to Ingram Hall in 2018. User interviews took place in April 2017. The anticipated TPC is \$5.4 million. Design will begin by summer 2017 and construction will commence in summer 2018 with an anticipated completion in summer 2019.

Texas State Facilities Procurement issued an RFQ for design on the **Spring Lake Dam - Phase 1 Stabilization** project in July 2016. Dr. Thom Hardy, Chief Science Officer of The Meadows Center for Water and the Environment and Professor in the Department of Biology at Texas State, prepared the biological assessment. Dr. Todd Ahlman, Director of the Center for Archaeological Studies in the Department of Anthropology, prepared the archeological assessment. A report was issued to the Texas Historical Commission for concurrence. All preparatory work has been completed and the project is ready for issuance of a memorandum of agreement with all regulatory agencies. Dialogue with the Federal Emergency Management Agency (FEMA) continues as the university requests partial federal reimbursement for the project. An additional six-month extension was submitted and Texas State is waiting for approval. Texas State is on track for emergency funding from FEMA for stabilization funds. Freese and Nichols Engineering is under contract for services and an initial meeting was held in January 2017. Construction activities began in April 2017.

### **Projects in the Design Phase:**

The Feasibility Study for the development of the new multi-use **Campus Recreation Sports Fields** resolved basic inquiries regarding options for developing natural grass recreation playfields on a site previously used as the University's golf course. The Golf Pro-Shop wood structures were removed and a structural analysis was completed which determined that the historic stone shell of the building is stable for repurposing. A contract has been issued to Sink Combs Dethlefs Architects of Denver, Colorado, and a second version of design concepts were reviewed in April 2017.

**Blanco Residence Hall Renovations.** The TPC, for the project that will be phased, is estimated to be \$47.3 million. The scope of renovations and improvements includes: upgrades of the building utilities infrastructure; minor modifications to the main entry area, living rooms, bedrooms, and restrooms; and repairing/enhancing the exterior. Request for Qualifications (RFQ) were received in February 2017. Interviews for the architect were held in March 2017, and Pfluger Architects of Austin was selected for the design phase. The Construction Manager at Risk (CMR) responses were received in March 2017, reviewed by the committee, and selection of the contractor was completed in April 2017. The project will be undertaken over a period of several years.

The **LBJ Student Center Expansion** Architectural Space Program is complete with the current TPC at \$47.6 million. This includes the construction of an approximate 63,500 GSF addition that will expand the Student Center footprint into the existing amphitheater area. The renovations of about 35,500 existing GSF are also included in the program. RFQ for the Architect selection were received and interviews held in April 2017 with the design beginning in May 2017.

### **Projects in the Construction Phase:**

The **Albert B. Alkek Library Renovations** project includes the phased repairs and upgrades of electrical, information technology systems, and limited mechanical infrastructure components. Additional work is underway to remove and replace the lower level roofs which will extend the contract to June 2017.

The **Archives and Research Center**, located at STAR Park, has a TPC of \$15.4 million, which includes \$14.7 million for the construction of the building, and approximately \$700,000 for STAR Park site development and utilities' infrastructure improvements. The project is approximately 70 percent complete. The project completion and occupancy is targeted for summer 2017. This project was previously referred to as the "Library Repository."

The **Engineering and Science Building (Ingram Hall)** has a TPC of \$120 million at a total size of 166,851 GSF. Construction is approximately 21 percent complete and is on schedule. Occupancy is targeted for July 2018 to accommodate students by August 2018.

The **Health Professions Building #1 - Round Rock Campus (Willow Hall)** has a TPC of \$67.5 million at a total size of 107,708 GSF. Construction is approximately 20 percent complete and is on schedule. Occupancy is targeted for May 2018 to accommodate students by June 1, 2018.

The scope of work on the **LBJ Student Center Renovation** project includes repairs and upgrades of the infrastructure components and incidental interior/exterior renovations and repairs. The TPC is \$20 million. Construction is underway and is approximately 11 percent complete. The anticipated completion date is May 2018.

The **Retama Hall Renovations** project has a TPC of \$9 million. Construction is underway with substantial completion anticipated by summer 2017. The project is approximately 70 percent complete.

The **University Events Center** TPC is \$62.5 million. The 81,282 GSF expansion includes space for commencement ceremonies and athletic programs. The project also includes a new chilled water plant, a new loading dock with access to the lower court level, a multi-purpose suite, locker rooms, and offices. Construction is underway and is approximately 12 percent complete with occupancy anticipated by fall 2018.

#### **Projects Completed:**

The **Bobcat Trail Mall Redevelopment/Enhancement** project, designed by TBG Partners and constructed by Flynn Construction, reached Substantial Completion in September 2016. The project has been submitted to The Texas State University System staff for Final Close Out.

The **Joann Cole Mitte and Sabinal Renovations** project, designed by Lym Miller Architecture and constructed by Vaughn Construction, reached Substantial Completion in August 2016. The project is to be submitted to The Texas State University System staff for Final Close Out in May 2017 -- pending receipt and approval of the final pay applications and several close-out documents from the CMR.

The **Jones Dining Center Renovation**, designed by Pfluger Architects and constructed by Vaughn Construction, reached Substantial Completion in April 2016. The project has been submitted to The Texas State University System staff for Final Close Out in May 2017.

The **Moore Street Housing (Angelina Hall and San Gabriel Hall)** project is a 598-bed facility, and reached Substantial Completion in May 2016. The project is to be submitted to The Texas State University System staff for Final Close Out in August 2017 -- pending installation of the public art selection.



## **INSTITUTIONAL DEVELOPMENT**

The university continues to experience strong support through its fundraising efforts. As in prior years, gifts of \$100,000 or more are responsible for more than two-thirds of the fundraising total. To date, the university has received 31 gifts in this range, up from 27 at the same time last year, including three estate gifts and 18 gifts of cash. Cash received has increased by approximately 50 percent over the prior two fiscal years. Contributions to university endowments have also seen strong growth over the prior year, having nearly doubled from \$2.9 million at the beginning of April 2016 to \$5.2 million at the same time in 2017. Matching grants under the Texas Research Incentive Program (TRIP) continue to be a significant source of research and endowment support. Since September 1, 2016, we have received 17 gifts, totaling \$6.6 million, which have been submitted to the Texas Higher Education Coordinating Board for matching TRIP grants.

University Advancement has been engaged in several planning efforts to align fundraising with the university strategic planning focus on the goal of achieving National Research University Funding (NRUF) eligibility. In fall 2016, the Texas State University Development Foundation initiated the development of a strategic plan centered on supporting the growth of university endowments to reach \$400 million as required by the NRUF criteria. The plan that was completed in January was brought to the Development Foundation board for approval at the meeting on April 28, 2017.

The endowment goal will also be a strong theme in the next fundraising campaign. Campaign branding is being developed around becoming a national research university. To increase recognition for endowment donors, the university will be initiating two new giving societies; a new Visionary Society will include donors with \$25,000 to \$99,999 in endowed giving, and a new 1899 Society will engage annual donors of \$1,000 or more in support of an endowed scholarship to support the recruitment of high-achieving students. Two new donor walls have also been proposed as part of renovations to the new University Events Center. One will list the names of individuals who have made gifts of \$25,000 or over to the University or who have established estate plans benefitting the University. Another will recognize donors who have given \$25,000 or more to endowments in Athletics.

The Texas State University Alumni Association is also in the process of developing a new strategic plan which will address the role of the Alumni Association in supporting the NRUF goal. The Alumni Association plan will explore the potential of establishing an interim alumni center, with the ultimate goal of developing a stand-alone alumni center at the site identified in the University Master Plan.

## **SPONSORED PROGRAMS AWARDS – RESEARCH AND INSTRUCTIONAL**

New sponsored programs awards obtained during the second quarter of fiscal year 2017 include both the Instructional Awards and the Research Awards categories. The Instructional Awards category consists of awards that cannot be classified as research according to definitions provided by the Texas Higher Education Coordinating Board.

The Research Awards category impacts both Restricted Research and Total Research and Development expenditures for the University. Both of these research related metrics contribute to determining National Research University Funding eligibility and Core Research Support Funding allocated to Emerging Research Universities via the Texas Legislature and then the Texas Higher Education Coordinating Board.

Please find below the research and instructional awards over \$100,000 received since the last report.

Recipient/Unit	Funding	Project Title and Purpose
<b>Mrs. Kathy Erin Martinez-Prather</b> Texas School Safety Center	<b>\$4,315,804</b> National Institute of Justice	<b>A Randomized Controlled Trial of a Comprehensive, Research-Based Framework for Implementing School-Based Law Enforcement Programs</b> The awarded funds will be used to conduct a randomized controlled trial of school-based law enforcement programs to identify whether a comprehensive, research-based framework improves student and school outcomes.
<b>Dr. Timothy H. Bonner</b> Department of Biology	<b>\$1,338,190 Supplement for Total Award of \$2,213,190</b> Texas Comptroller of Public Accounts	<b>Inter-Agency Cooperation Contract for Endangered Species Research Projects on Freshwater Mussels</b> The awarded funds will evaluate the conservation status of federal candidate and petitioned freshwater mussel species in the Colorado, Brazos, and Guadalupe River Basins.
<b>Dr. J. Pete Blair</b> Advanced Law Enforcement Rapid Response Training Center	<b>\$1,050,000 Supplement for Total Award of \$1,800,000</b> Federal Bureau of Investigation	<b>ALERT Active Shooter Response</b> The awarded funds will support ALERT in the fulfillment of its active shooter training requests authorized by the FBI to prepare law enforcement agents to respond more effectively to events related to violent acts and shootings occurring.
<b>Dr. J. Pete Blair</b> Advanced Law Enforcement Rapid Response Training Center	<b>\$551,323</b> Louisiana State University	<b>Active Threat Integrated Response Course (ATIRC)</b> The awarded funds will enable the delivery of 12 three-day active threat integrated response courses. Each course is designed to bring regional Fire, Law Enforcement and EMS together to build response capabilities.

Recipient/Unit	Funding	Project Title and Purpose
<b>Dr. Guowei Yang</b> Department of Computer Science	<b>\$360,000</b> National Science Foundation	<b>Research Experience for Undergraduates in Software Systems and Analysis</b> The awarded funds will provide research opportunities for undergraduate students during the summer. The site emphasizes the participation of a diverse group of students, such as women, minorities, first generation, and non-traditional students in the research and development of innovative software systems and analytical technologies that benefit the public.
<b>Dr. Federico Macias Aguayo</b> Department of Engineering Technology	<b>\$200,000</b> Texas Department of Transportation	<b>Technical Support for Rigid Pavements and Concrete Materials Branch</b> The awarded funds will support thermal expansion testing, data collection associated with alkali silica reactions and consultation performed by Texas State.
<b>Dr. Eric J. Paulson</b> Department of Curriculum and Instruction	<b>\$156,791</b> Greater Texas Foundation	<b>Sealing the Pipeline Leak: The Impact of Development Integrated Reading &amp; Writing (IRW) Instruction of Education Outcomes for Students Enrolled in Texas Community Colleges</b> The awarded funds will be used to measure effects of this mandate on student education outcomes, including persistence and success in postsecondary education. This 18-month project will investigate efficacy of IRW courses and identify evidence-based practices community colleges can implement to seal this critical leak in the post-secondary pipeline.
<b>Ms. Emily Warren</b> The Meadows Center for Water & the Environment	<b>\$150,000</b> The Cynthia and George Mitchell Foundation	<b>Research in the Pedernales River Watershed Through a Groundwater Gain- Loss Study</b> The awarded funds will initiate a comprehensive groundwater level monitoring program along the Pedernales river to determine areas of gain and loss.

Recipient/Unit	Funding	Project Title and Purpose
<b>Mr. Ruben S. Medel</b> Center for P-16 Initiatives	<b>\$120,000</b> Texas Department Family and Protective Services	<b>Community Youth Development Teen Summit</b> The awarded funds will support a conference which will provide to each participant with the leadership skills, teamwork, personal identity, professionalism, project management, cultural competency and additional pro-social skills sets to enhance their leadership in their community.
<b>Dr. Oleg Komogortsev</b> Department of Computer Science	<b>\$100,000</b> National Institute of Standards and Technology	<b>Achieving Fingerprint Level Performance with Eye Movement-based Biometrics</b> The awarded funds will support the development of novel and highly accurate methods of personal recognition that is based on tracking eye movements. This method will be critical in providing security for devices virtual reality and multi-modal biometrics systems.

### **INFORMATION TECHNOLOGY**

Texas State University recently completed implementing a new wireless infrastructure that includes all Texas State campuses, including student housing facilities. Construction of the new wireless infrastructure began in early November 2016, and was completed in mid-April 2017. Student response to the new system has been overwhelmingly positive, especially in student housing facilities. Our next phase will include evaluation, and implementation of wireless capabilities in large venues -- such as Bobcat Stadium -- to improve the overall fan experience of attending Texas State athletic events.

Texas State has implemented a small production pilot in the IT Division with electronic signatures using Adobe Sign. Division staff hope to uncover issues related to implementing digital signatures across campus, and gain experience to better support a campus rollout. The Food and Beverage approval form is being used as the first test. Thus far, we have been able to process the workflow electronically, and have uncovered a few items that need addressing before a campus-wide implementation of the tool can proceed.

The university's mobile app continues to be a point of focus for the division. We replaced the app recently and are making adjustments to the new app to improve user experiences. We are refining our 2017 strategy regarding implementing new, exciting features to entice students to download and interact with the app.

We are still working on a few issues related to the recent migration of email to Office 365, focusing on creating a good email experience for all users. Additionally, we are communicating some of the features of Office 365 now available to users that improve the Office 365 experience and can help them increase productivity.

### **CAMPUS SPECIFIC ITEMS**

The Texas Higher Education Coordinating Board authorized Texas State to offer an innovative new applied computer science Ph.D. program that will be the first in Texas to combine the application of computer science practice and theory with entrepreneurial and commercialization skills. The program will begin enrolling students in fall 2017.

The Texas Higher Education Coordinating Board authorized Texas State to offer a Master of Science in Respiratory Care degree program. The degree program was previously approved by The Texas State University System Board of Regents during its quarterly meeting in February 2017. The program will begin enrolling students in fall 2017.

Long-time Texas writer Mike Cox of Wimberley donated his collection of books on Southwestern literature and writing to Texas State's Katherine Anne Porter Literary Center in Kyle. An elected member of the Texas Institute of Letters, Cox is the award-winning author of 30 non-fiction books, including a two-volume history of the Texas Rangers published in 2008. His latest book *Legend and Lore of the Texas Capitol* is scheduled for release later this year.

The books *Maybe Something Beautiful: How Art Transformed a Neighborhood*, written by F. Isabel Campoy and Theresa Howell, and illustrated by Rafael López, and *The Memory of Light*, by Francisco X. Stork, were named the Tomás Rivera Mexican American Children's Book Award recipients for works published in 2016. The awards will be presented this fall on the Texas State Campus with additional events scheduled in cooperation with the Texas Book Festival.

Dr. Samantha Nutt, founder and executive director of War Child in North America, delivered the LBJ/Common Experience Distinguished Lecture at Texas State in February 2017. A medical doctor and a founder of the renowned international humanitarian organization War Child, Dr. Nutt has worked with children and their families at the front line of many of the world's major crises -- from Iraq to Afghanistan, Somalia to the Democratic Republic of Congo, and Sierra Leone to Darfur, Sudan. Dr. Nutt is a leading authority on current affairs, war, international aid and foreign policy, and she is one of the most intrepid and recognized voices in the humanitarian arena.

Jim Shepard's novel, *The Book of Aron*, won the inaugural L.D. and LaVerne Harrell Clark Fiction Prize. The prize of \$25,000 is one of the largest literary awards in the United States. The prize, established at Texas State in 2016 and administered by the

Department of English, is designed to recognize an exceptional, recently-published book-length work of fiction in celebration of the Clarks' lifelong contributions to, and love for, literature and the arts.

The Department of Theatre and Dance hosted the world premiere of *The World According to Snoopy* in February 2017, at Texas State. Featuring the characters from Charles Schulz's *Peanuts* comic strip, *The World According to Snoopy* is a reimagining of the original off-Broadway and London productions of the musical *Snoopy!!!*. The play featured a revised book along with a new song, with music and lyrics by award-winning composer and lyricist Larry Grossman and Andrew Lippa, respectively.

Texas State hosted 51 high-level representatives from 27 countries including Argentina, Brazil, and Mexico participating in the Seventh Americas Competitiveness Exchange (ACE) on Innovation and Entrepreneurship on April 5, 2017. ACE brought together decision-makers from throughout the Western Hemisphere and other nations to explore global and regional partnerships and economic development opportunities that will strengthen innovation and entrepreneurship in the region. The event was sponsored by the U. S. Department of Commerce's International Trade Administration and Economic Development Administration, in coordination with the Organization of American States and the U. S. Department of State.

Texas State's School of Social Work was honored with the 2017 Award for Outstanding Commitment to Excellence and Innovation by the Texas Distance Learning Association (TxDLA). The award is given to "the person, institution, or corporation who has done the most to benefit and advance the applied practice of distance learning," per the TxDLA website. The School of Social Work won in the four-year higher education category.

Students from Texas State's Construction Science and Management program won first place at the Associated Schools of Construction (ASC) national competition in the Heavy Civil category. The ASC Competition took place over three days in Dallas. Teams estimated the cost of an actual construction project, then created a schedule, safety plan and a design in advance of the competition.

Lamar Institute of Technology  
**President's Briefing**  
(2017 May)



### LIT Shared Vision (2017-2022):

Although LIT is only about 7-months into its new **Shared Vision**, which is focused on institutional growth and excellence, the college continues to make good strides. From this vision, we have three new proposed College Goals as well as started the initial process of evaluating our current Mission Statement in preparation for the development of a new institutional Strategic Plan (2017-2022).

This new plan will better align our newly developed college goals with the TSUS Vision 2020 targets, and the 60x30TX Plan. To demonstrate this improved alignment, below are LIT's new proposed college goals:

1. Increase enrollment and student success.
2. Improve innovation, training, and entrepreneurship.
3. Be more responsive to business and community needs.

### Enrollment, Recruitment, and Retention:

- In terms of the base year, according to certified data from the Texas Higher Education Coordinating Board, LIT's total contact hours will increase 7.4% (n=1,548,382) for the upcoming 2018-2019 Biennium as compared to the 2016-2017 Biennium (n=1,441,900).
- When comparing spring 2017 semester to spring 2016 semester, LIT's certified enrollments of (2,441 unduplicated) credit students declined -0.85% (n = -21). Interestingly, noncredit student enrollment for Quarter 2, 2017 increased 3.8% from 937 to 973 over the previous Quarter 2, 2016.
- Regarding recruitment, we held our annual '*College and Career Night*' on April 11th. There were 71 high school students in attendance. Faculty and staff distributed program information, advised, and answered questions that these students asked.
- March 24th, our Radiologic Technology program organized a High School Health Care event. Over 130 high school students attended. They received information about financial aid, scholarships, testing, and all of our allied health sciences programs.
- Faculty and staff welcomed 55 Beaumont ISD Early College High School students who received ID badges and took a campus tour on March 10th. Previously, November 2nd, we had held the same type of event for 40 high school students from Silsbee ISD who are interested in an Early College High School.

### Resource Development/Foundation:

- March 13th, LIT received \$150,000 from Entergy to develop petrochemical career and technical education dual enrollment course options with local school districts.

- March 29th, LIT received a \$100,000 grant from Texas Mutual Insurance Company to provide workforce safety training courses to employees at no cost to the employer.
- During FY 2016-2017, LIT Foundation distributed \$734,308 via 572 scholarships.
- The LIT Shoot-Out was held April 1st, which Daniel Harper (Deputy Vice Chancellor for Finance) participated. There was a total of 346 shooters and the event raised \$253,597.

## Engaging Business & Industry

- April 1st, approximately 109 Valero employees received CPR and first aid training from the Public Service and Safety department's Emergency Medical Service faculty.

## Budget & Finance:

- February 9th, to be proactive, due to concerns about funding cuts, we began mock 5%, 10%, 15% proposed institutional cuts. Each LIT Department will be preparing and presenting their respective budgets at the May/June hearings. Our final institutional budget will be presented at the August Board of Trustee meeting.
- April 12th, LIT has a net increase in position of \$521,140. This is due to the Reorg and stakeholders becoming more aware and conservative with campus spending.
- All Finance Audit Recommendations are implemented.

## Capital Projects:

- Work continues on the construction of the Replacement Technical Arts building. The exterior studs and sheathing have been installed. Interior walls, HVAC ducts and overhead plumbing are 75% complete on the first floor and have just started on the second floor. The main staircase has been installed.

## Happenings on Campus:

- LIT hosted its annual All College Day professional development event on April 13th which highlighted two speakers, Jason Deli's Joe Tortorice, who spoke on Servant Leadership, and TSUS' Dr. Fernando Gomez, who spoke on Texas and TSUS Ethics Rules.
- April 5th, Student Success, in conjunction with Lamar University's Health Center, held their first Sexual Assault Awareness Month event, "*Walk a Mile in her Shoes.*" This event helped to raise awareness of male sexualized violence against women.
- Michelle Davis, Chair of General Education and Developmental Studies, had an article published in the March 9th issue of NISOD's Innovative Abstracts titled "You're Hired! Now What? Helping New Faculty Adjust."



- Bill Sizemore presented “Critical thinking and Learning Outcomes. Encouraging Students to Accept New Ways of Thinking” at TCCTA, February 25th.
- NISOD Excellence Award winners for 2016-2017 are Sharon Jacobs, Coordinator of Frank Robinson Center, and Samuel Dockens, Systems Support Specialist IV.
- LIT students brought back 19 gold, 15 silver and 9 bronze medals from the State SkillsUSA competition held April 1st.

### Information Technology (IT):

- Key Projects:
  - August 31st - The expansion of ServiceNow to the IT department to include Facilities and Student Success units.
  - August 31st - Upgrading to Banner XE/Banner 9 by working with LU.
- Current Project Updates:
  - Continuing to test the LIT production website environment and supporting infrastructure in the cloud.
  - Wrapping up configuration and testing of single sign on for Banner XE/Banner 9. Executive presentation has been completed and functional user training has been scheduled for May 3rd and 4th.
  - Eleven (11) new and revised IT security policies were published. Topics include: Information Asset Management, Account Management, Passwords, Network and Server Management, Change Management, Physical and Environmental Security, and Information Security-Related Roles, Responsibilities, and Reporting Requirements.



## **LAMAR STATE COLLEGE-ORANGE**

### **PRESIDENT'S BRIEFING TSUS BOARD OF REGENTS May 18-19, 2017**

#### **CAPITAL PROJECTS**

Construction of our multipurpose building is still on schedule and within budget. The waterproofing of the building is almost complete, work has begun on installing the top layer of metal roofing, drywall installation has started, and masonry work is underway. Modifications to our central plant that were necessary to accommodate the new building have been completed and underground piping is in place. Substantial completion is still projected for mid-July.

The finishing touches are being made to the renovation of the Workforce Education Building. The project encountered delays due to meeting fire code issues and accommodating the needs of our bookstore, which is operated by Barnes and Nobles. We delayed work on our welding facility to allow more time to address design considerations. The building will be available this summer.

Capital One bank has approached the college regarding the possible purchase of their vacant building adjacent to campus. Their asking price is still unreasonable, and I have informed them that we cannot consider a purchase without major price concessions.

#### **ENROLLMENT**

Official enrollment numbers for the spring semester show a continuation of the flat enrollment trend that has characterized the past few years. We are addressing this problem in several ways. First, we have undertaken a more thorough internal analysis of enrollment patterns. Second, we are reevaluating our marketing strategies and our local marketing consultant. Third, we have engaged the Ruffalo Noel Levitz firm to do an enrollment audit and identify ways that we can better connect with and retain students. We have already identified some core academic classes that are attracting fewer students and have determined that faculty may be the factor behind that drop. This issue is being addressed by the academic leadership team.

#### **PLANNING/BUDGETING**

Revenue collection is tracking the projections we made during the budget process and should cover our approved budget. Expenditures are also in line with budget. Although we have not received final word on appropriations for the coming biennium, we have started the budget building process with the expectation that appropriated dollars will be more scarce and that enrollment will remain stable. Budget managers are being challenged to find additional savings in their operations and to find ways of better using our personnel. I am confident that the college will be able to produce a workable budget that allows us to continue our core mission without compromising the quality of our educational offerings. I do not anticipate any negative impact on our students.

## **INSTITUTIONAL DEVELOPMENT**

The Lamar State College – Orange Foundation held their annual scholarship fundraiser at the Brown Estate on April 1. The event drew approximately 250 guests and raised over \$50,000 in donations.

## **INFORMATION TECHNOLOGY**

The campus continues to update PC labs on a regular basis. The testing center will receive all new PCs following the end of the spring semester. The college completed installation of an IDP server to support the InCommon application and provide better identify and access management. We also installed a new threat management gateway for security purposes. The process of implementing Banner 9 is on schedule.

## **CAMPUS SPECIFIC ITEMS**

- As part of its Distinguished Lecture Series, wildlife biologist and TV personality Jeff Corwin appeared at the Lutchter Theater. Mr. Corwin's appearance coincided with Earth Week. He spoke about wildlife conservation and used live animals to illustrate his points.
- Our maritime technology program has finally received Coast Guard approval for the first course in the maritime technology program. Captain Miller is scheduling the course for summer implementation. The campus did co-host (with San Jacinto Community College) a maritime workshop designed to raise awareness of maritime training opportunities with area middle and high school counselors.
- Lamar – Orange provided a forum for city council candidates to present their views to voters in anticipation of the May municipal elections. All but one candidate participated, and the event drew a good turnout.



**LAMAR STATE COLLEGE PORT ARTHUR**  
**President's Briefing**  
**May 2017**

**CAPITAL IMPROVEMENTS**

Construction of the **Sheila McCarthy Umphrey Industrial Technology Center** is underway. The building has been programmed to house the Heating, Ventilation, and Air Conditioning, Drafting, Instrumentation, and Process Technology programs. The project is 7 months into construction and is on schedule for completion and occupancy in August 2017. To date, donations and financial commitments totaling \$650,000 have been made to support programs scheduled for the Sheila McCarthy Umphrey Industrial Technology Center. All under slab utilities, foundation work, domestic waterline, storm sewer, and site utilities are complete. The steel structure has been completed and was celebrated with a Topping Off Ceremony on April 19<sup>th</sup>.

The Texas Higher Education Coordinating Board awarded LSCPA a **HECB Grant** of \$198,000 to enhance the nursing programs. Funds were used to purchase laboratory simulation equipment and faculty training. A portion of the grant funds and local funds were used to remodel the Allied Health Annex and establish a simulated intensive care unit. All projects associated with this grant have been completed.

**ACADEMIC AFFAIRS**

Entergy Texas, the Southeast Texas Workforce Board, and Region 5 Education Service Center Adult Education and Literacy have partnered with Lamar-Port Arthur to start one of the first **Jobs for America's Graduates** (JAG) programs in Texas. This will be an out-of-school-youth program for youth ages 16 to 24 designed to recover dropouts who need to complete their high school equivalency diploma, and to provide an array of counseling, employability and technical skills development, professional association, job development, and job placement services that will result in either a quality job leading to a career after graduation and/or enrollment in a postsecondary education and training program. An in-school model designed to work with at-risk students will be put in place at the Port Arthur ISD. Additionally, an out-of-school model will be put in place at Lamar State College-Port Arthur to work with students who have already left school without a degree. JAG compliments perfectly the College's ongoing partnership with Region 5 in offering adult basic education and English for speakers of other languages on the campus.

Lamar State College-Port Arthur and Port Arthur ISD have completed the first year of the Wilson **Early College High School** (ECHS). Classes started in August with 101 students and an additional 100 9<sup>th</sup> graders are planned for each successive year until a capacity of 400 students in grades 9-12 is reached in fall 2019. Approximately 90 of the current students will be eligible to continue into the 2017-2018 year. The ISD expects a few 10<sup>th</sup> grade transfers next year so the expectation is that about 100 students will be enrolled in the 10<sup>th</sup> grade. The ECHS offers a general academic plan leading to an Associate of Arts Degree. Students could graduate with an associate degree or certificate and a high school diploma during the same semester. Most of the college-level courses will be taught on the LSC-PA campus.

The U.S. **Department of Education** announced last summer that Lamar State College-Port Arthur is one of 67 colleges and universities selected to participate in the new **Second Chance Pell** pilot program. The pilot allows eligible incarcerated Americans to receive Pell Grants and

pursue postsecondary education with the goal of helping them get jobs, support their families when they are released, and to reduce the risk of recidivism. The College was approved to award Pell Grants at the TDCJ Stiles Unit and two units at the Federal Correctional Complex-Beaumont (FCC) beginning with the spring 2017 semesters. Academic transfer courses leading to an associate degree were offered at all three units in January as well as technical education courses in automotive mechanics and heating and air conditioning at Stiles. A total of 89 Pell Grants were awarded this semester and that number is expected to increase significantly in 2017-2018.

The **Southern Association of Colleges and Schools Commission on Colleges** must approve all locations at which 50% or more of a degree can be earned. Colleges that have fewer than 4 sites that meet this criteria are subject to an on-site visiting committee that inspects the location to review the adequacy of facilities and support services, access to library services, and formal procedures for the assessment of the quality of the offerings. Stiles is already an approved site, but the FCC is not. Therefore, on April 25-27 the College hosted an on-site committee that toured the FCC and met with faculty, staff, and FCC personnel.

The Theater students staged *The Hasty Heart* April 28-29. The production was converted by a faculty member, Dr. Laura Stafford, from a stage play to a simulated 1940's radio drama.

Lamar State College-Port Arthur partnered with Workforce Solutions to conduct a **Job Fair** in the Parker Center on April 12. Students and community members had the opportunity to meet with area employers who have or expect job openings.

The Business and Technology Department is responsible for job placement and readiness services for all students. On March 22, the Department conducted a **Resume Writing Workshop** for 115 students. On April 17, representatives of local employers visited the campus and participated in **Project Interview** and conducted mock interviews with students.

Three department chairs participated in a workshop that focused on the role of department chairs and faculty leadership in improving student success. The meeting was held April 6-7 on the campus of Sam Houston State University in Huntsville. Under Dr. Hayek's leadership TSUS was invited to assist the Association of State Colleges and Universities with this national initiative due to its institutional expertise in improving student success.

## **WORKFORCE TRAINING AND CONTINUING EDUCATION**

The Department continues its regular offerings and has added new training in workplace safety. Classes in HAZWOPER initial training, HAZWOPER refresher, and an 8-hour day combined training in Lockout /Tag-Out and Confined Space were all scheduled in April.

After offering several Forklift / Man Lift and Rigger / Signal Person classes to the area in general, the Department received its request from a local refinery to offer a series of classes specifically for their employees. In response, the Department scheduled a series of four trainings in January and February of 2017 to provide recertification training to 50 employees of Flint Hills Resources.

The Department has begun to work with a training provider in Austin to provide specialized training in Sales and Marketing to small businesses utilizing Skills for Small Business Funds to help small businesses fund the training. Our first collaboration was in April. A second workshop is planned on the LSCPA campus in July and will be promoted by the Port Arthur Chamber of Commerce.

The Commercial Driver's License Academy adjusted the training schedule to offer classes monthly. Schedule adjustments for the fast track Intermediate Welding Certificate Program were adjusted to allow students to begin training every six weeks. This allows for greater flexibility in admissions for students referred from Texas Workforce in that it allows students to begin the program without an extended wait. Since Texas Workforce is each program's largest referral source, this change allows the program to maximize admission.

The Department is working in conjunction with the Port Arthur Economic Development Corporation, Texas Workforce, and a trucking company to create an Advanced Driving Academy which will provide additional training to entry level commercial drivers.

The Department is working in conjunction with the City of Port Arthur's Director of Water Services, Dr. James Johnson, to create the area's first Water Operator Training program.

## PLANNING

LSCPA's application for an Eligibility Application and Waiver for a Department of Education **Title V Grant** was approved. The college has hired an experienced grant writer to write and submit a Title V Grant application. The application was submitted electronically to the Department of Education portal prior to the deadline of April 24, 2017.

The Office of Institutional Effectiveness provided training for unit managers to analyze their 2016-2017 Mid-Year Progress Reports, and start their respective 2016-2017 Assessment Reports. The office provided training to unit managers to develop their 2017-2018 Unit Plans with related Budget Justifications.

The office provided support to the Finance & Operations FY2018 Campus Budget Hearings and provided institutional data and reports to department heads to supplement their budget proposals.

The office will begin the process to review the campus Strategic Plan and continues to collect assessment documents, analyze, and report the findings in support of the campus mission and SACSCOC Principles of Accreditation. A timeline and matrix to align the standards to the responsible department has been developed to complete the **Fifth Year Interim Report 2018**.

## STUDENT SERVICES

Student Services is busy with the typical tasks of recruiting, advising, registration, retention, and graduation. Several staff members attended the Ellucian conference with our IT Team. Dean of Students, Dr. Deborah Hebert, was an invited participant in the Community College Leader Discussion with the Bill and Melinda Gates Foundation on "Student Success: Barriers To, and Strategies For, Increasing Degree Progress for Historically Underrepresented Students", during the NASPA Conference in San Antonio, TX, March, 2017. She also served as a panelist for the program "Making Theory Real: Practitioners and Scholars Apply Student Development Theory".

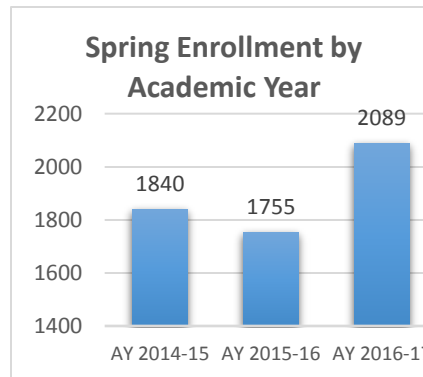
### Academic Advising and Retention

In March, the Office of Disability Services hosted their first Awareness Program which was well attended by students and community agencies. In addition to presenting at the Spring Faculty Development Day, training sessions for Academic Advisors, Faculty Advisors, and Enrollment Services Counselors on advising and registration updates were conducted. The Director has been collaborating with departments and meeting with students to assess the needs of the campus in order to implement retention initiatives. The **Fall Registration Raffle** has begun and the Advising Office has been instrumental in getting the word out to the student body. Academic Advisors have been busy recruiting, advising, and registering dual credit students in addition to ensuring TSI compliance for Early College High School Students and Inmates. After creating an online application for scholarships, there has been an increase in the number of applications submitted, the Scholarship Coordinator has been able to communicate with the applicants more effectively and streamlined the award process. With registration underway, the Advising Office is preparing for New Student Orientation, hosting a special Orientation in May for high achieving scholars. Director McAdams attended the Alliance of Hispanic Serving Institution Educators' Best Practice Conference: Building and Sustaining.

### Enrollment

Enrollment for spring 2017 is 2,072 compared to 1,755 in spring 2016, an increase of 18%. Contact hours were up by 8% compared to spring 2016 and by 12% compared to spring 2015, the last funding year. Enrollment of technical education majors increased by 21% from last spring and enrollment of academic transfer majors increased by 15%.

Summer I 2017 is expected to exceed the headcount for Summer I 2016. Accepted new student applications for Fall 2017 Semester have increased when compared to last year. We continue to increase communication with our applicants in an effort to raise our overall start rate.



### Financial Aid

Financial aid advisors visited local area high schools for Financial Aid Night and spoke with students and parents about the FAFSA, what is financial aid, grants and loans. Since the IRS has temporarily suspended IRS Data Retrieval Students who were selected for verification were emailed multiple times with instructions on how to request a copy of their 2015 tax transcript. Information was also included on LSCPA Facebook. As part of the Second Chance Pell Program, 88 students received Pell awards.

### Admissions and Registration

The Admissions and Records office continues to implement a paperless application process. By Spring 2018, graduation applications, transcript requests and schedule buildings will all be paper-free processes. Degree and enrollment verifications are now functional with the National Student Clearinghouse, with eTranscripts and StudentTracker in their early stages of planning.

### Student Activities

Student Government Association and Student Activities kicked off spring events in March by organizing a viewing party in the Student Center for the Men's Basketball first round of the NJCAA Region XIV Tournament. The group also provided activities with their annual Health Week. Local community agencies participated. Spring Fling ended in March, with LSCPA hats, Bubble Soccer, Archery Tag, Campus Escapes and Movie Night.

SGA also accepted applications for the 2017-2018 Officer and Senator positions. April began with a week of campaigning followed with an election on April 11 and 12. Officers were inducted at an Induction Ceremony on April 27<sup>th</sup>.

The Student Fee Advisory Committee met to discuss funding requests from student organizations and departments.

April was Sexual Assault Awareness month and to promote awareness, SGA provided materials for students about how to report sexual assaults and how to protect themselves in the community and on campus. LifeShare was on campus for a blood drive on April 26 and 27. Student Government members, Emerging Leaders, and Seahawk Ambassadors participated in the Texas General Land Office Adopt-A-Beach program at Sea Rim State Park on Saturday, April 22. They also attended the annual Relay for Life fundraiser in Nederland on Saturday, April 29. The month of May included entertainment for Cinco de Mayo and traditional Mexican food.

## **INFORMATION TECHNOLOGY SERVICES**

### **Information Services**

Plans for transition from Banner 8 to 9 continue. The Ellucian Solution Manager tool to automate release installs and environment creation has been installed. Planning for installing another prerequisite for Banner 9, Application Navigator, is in progress. Ellucian is soon to release additional tools, such as the Theme Manager, Translation Manager, and Text Manager to help with transformation and future maintenance. Ellucian has agreed to extend its support of Banner 8 through 2018 and the Texas Connection Consortium has agreed to continue supporting Banner 8 through summer 2018.

### **Infrastructure Services**

Infrastructure improvements were mainly directed towards the following primary areas in January through March, 2017: new server installation; wireless network upgrade, switch upgrade, and Library webpage redesign. The new server was purchased to host the Banner 9 servers and database. The server has been installed and integrated into our current server cluster.



## APPENDIX – SAB RESPONSE

**MEMORANDUM**

TO: Student Advisory Board

FROM: Brian McCall, Ph.D., Chancellor

RE: Response to February 17, 2017, report to the Board of Regents

This memorandum responds to your February 17, 2017, report to the Board of Regents. The System Office compiled this report with assistance from the component institutions. The topics included in your report to the Board of Regents, and the System's responses, where appropriate, are listed below.

**Texas State University System – Student Regent and SAB**

I commend your efforts to restructure the format of your meetings. The Board of Regents and System Office recognize the challenges facing the SAB as its members are spread across the state and face-to-face meetings only occur quarterly. We encourage you and future members of the SAB to take advantage of electronic communication, teleconferencing and videoconferencing to allow the SAB to engage in meaningful discussions as often as possible, before you meet in person to report to the Board of Regents.

The Student Regent position was created by the Texas Legislature, and his or her rights as a member of the Board of Regents are described in *Education Code, Section 51.355(e)*. Specifically, the code states that a student regent has the right to attend and participate in meetings, except that he or she may not vote or make a second on any motion, and is not counted in determining whether a quorum exists. The Board of Regents itself does not have the authority to make the Student Regent a voting member; rather, this change would require an act of the Legislature.

**Resolution F17-01**

The Board of Regents always strives to balance each institution's need for revenue with the desire to keep fees as low as possible. Generally, it is my belief that students who take all of their courses online, and who live beyond the primary service region of an institution, should not be required to pay for certain services offered only on campus and from which they derive no direct benefit. As our institutions' online degree programs continue to grow, the Board of Regents will continue to deliberate the appropriateness of certain fees to be paid by online students.

Under current law, students have significant input into the higher education fee process. Student Fee Advisory Committees have been established to advise university governing boards and administrations as to the type, amount and expenditure of student service fees. Five of nine committee members are appointed by the student government or directly by the students. To maximize student awareness and input, the committees' meetings must be posted in advance, and they are open to the public.

No fewer than 12 other *Education Code* provisions—some applying to all universities, some governing only TSUS or its components—address specific fees. Unless approved by a majority of students participating in an election, the fees or fee increases may not be implemented.

## **Green Fee**

The Board of Regents is committed to keeping tuition and fees as low as possible. Additionally, the System and its member institutions have an obligation to spend funds wisely, maintaining the quality of our academic programs while keeping costs under control. All of our institutions are committed to being good stewards of the environment and have taken a variety of steps to reduce their carbon footprints, from designing and constructing more energy efficient buildings to reducing their waste streams through recycling. The System and member institutions will continue to find ways to be environmentally friendly. Ideally we will do this in a way that reduces our costs (e.g., by reducing energy use) rather than increasing the financial burden on students.